

## Table of Contents

Agenda . . . . .	4
II-1. Report of Board of Bids and Contracts dated February 24, 2014.	
Board of Bids . . . . .	10
II-3. Preliminary Estimates.	
Agenda Report No. II-3 . . . . .	37
NTBA Preliminary Estimate . . . . .	38
NTBA Preliminary Estimate . . . . .	42
NTBA Preliminary Estimate . . . . .	46
II-4a. Improvements to an Area South of 47th Street South, West of Hydraulic. (District III)	
Agenda Report No. II-4a . . . . .	50
Supporting Documents . . . . .	51
Resolution No. 14-053 14-054 14-055 . . . . .	70
II-4b. Petition for Improvements to Remington Place Addition. (District II)	
Agenda Report No. II-4b . . . . .	80
Supporting Documents . . . . .	81
Resolution No. 14-056 . . . . .	88
II-4c. Sanitary Sewer Improvements for U-Needa Self Storage Addition. (District VI)	
Agenda Report No. II-4c . . . . .	90
Supporting Documents . . . . .	91
Resolution No. 14-057 . . . . .	96
II-5. Deeds and Easements.	
Agenda Report No. II-5a. . . . .	99
II-6a. Special Waste Disposal Contractual Services. (District III)	
Agenda Report No. II-6a and Agreement . . . . .	100
II-7a. Change Order No. 2 for 27th Street North in Greenwich Business Center. (District II)	
Agenda Report No. II-7a and Change Order . . . . .	108
II-7b. Change Order No. 2 for Bellechase Third Addition. (District II)	
Agenda Report No. II-7b and Change Order . . . . .	111
II-9. Repair or Removal of Dangerous and Unsafe Structures. (Districts I and III)	
Agenda Report No. II-9 . . . . .	114
Supporting Documents and Resolutions 14-059 to 14-065 . . . . .	116
II-11. Report on Claims for January 2014.	
Agenda Report No. II-11 . . . . .	137
II-12. Senior Management Report, Quarter Ended December 31, 2013.	
Agenda Report No. II-12 . . . . .	138
II-13. Cooperative Agreement with Kansas PTAC.	

Agenda Report No. II-13 . . . . .	139
Letter of Commitment (PTAP). . . . .	141
II-14. Funding for Improvements to Redbud Multi-Use Path, I-135 to Oliver. (District I)	
Agenda Report No. II-14 . . . . .	143
Budget Sheet . . . . .	144
Resolution No. 14-058 . . . . .	145
II-15. Wichita Police Department - Contract Amendments for Impound Towing.	
Agenda Report No. II-15 . . . . .	147
BP240015 Contract Amendment - Interstate Wrecker Service . . . . .	148
BP240013 Contract Amendment - Bud Roat Towing Repair. . . . .	153
BP240016 Contract Amendment - Ken's Auto Tow Inc. . . . .	158
BP240014 Contract Amendment - Happy Hooker Towing Transport Inc. . . . .	163
BP240017 Contract Amendment - Tow Service Inc. . . . .	168
BP240012 Contract Amendment - Arrow Wrecker Service Inc . . . . .	173
II-16. Amendments to Park Board Bylaws.	
Agenda Report No. II-16 . . . . .	178
Bylaws . . . . .	179
II-17. Contract Amendments with The Salvation Army.	
Agenda Report No. II-17 . . . . .	184
Contract. . . . .	185
II-18. Notice of Intent to Use Debt Financing - Airfield Pavements and Medium Voltage Electrical Infrastructure - Wichita Mid-Continent Airport.	
Agenda Report No. II-18 . . . . .	187
Resolution No. 14-066 . . . . .	188
II-19. Notice of Intent to Use Debt Financing - General Aviation Apron Repair - Wichita Mid-Continent Airport.	
Agenda Report No. II-19 . . . . .	190
Resolution No. 14-067 . . . . .	191
II-20. Notice of Intent to Use Debt Financing - Passenger Boarding Bridges - Wichita Mid-Continent Airport.	
Agenda Report No. II-20 . . . . .	193
Resolution No. 14-068 . . . . .	194
II-21. Notice of Intent to Use Debt Financing - South Maintenance Yard Improvements - Wichita Mid-Continent Airport.	
Agenda Report No. II-21 . . . . .	196
Resolution No. 14-069 . . . . .	197
II-22. Cooperative Agreement with Butler County, (Andover).	
Agenda Report No. II-22 and Agreement . . . . .	199
II-23. Second Reading Ordinances.	
Agenda Report No. II-23 . . . . .	203

II-24. *No Protest Agreement for Paving for Lot Split LSP2014-00003 located south of Central, west of West Street. (District VI)	
Agenda Report No. II-24 . . . . .	205
No Protest Agreement . . . . .	206
II-25. *VAC2013-00039 - Request to vacate a portion of public street right-of-way and a platted setback, on property generally located midway between 127th Street East and Greenwich Road west of Jackson Heights Street, on the south portion of East Central Avenue. (District II)	
Agenda Report No. II-25 . . . . .	208
Vacation Order . . . . .	210
VAC2013 39 -support docs . . . . .	213
II-26. *Section 8 Management Assessment Program (SEMAP) Certification.	
Agenda Report No. II-26 . . . . .	223
SEMAP Certification 2013 . . . . .	225
II-27. *2014 Utility Allowance Schedule – Section 8 Housing Choice Voucher Program.	
Agenda Report No. II-27 . . . . .	229
Section 8 Utility Allowance Schedule . . . . .	230
II-28. *2014 Payment Standards – Section 8 Housing Choice Voucher Program.	
Agenda Report No. II-28 . . . . .	231
II-29. *2014 Utility Allowances - Public Housing Program.	
Agenda Report No. II-29 . . . . .	232
II-30. *Airline Use Agreements - Supplemental Agreements - Wichita Mid-Continent Airport.	
Agenda Report No. II-30 . . . . .	234
(AP) 02-25-14 Airline Supplemental Agreements - American SA#12 . . . . .	235
(AP) 02-25-14 Airline Supplemental Agreements - Delta SA#6 . . . . .	238
(AP) 02-25-14 Airline Supplemental Agreements - Southwest SA#1 . . . . .	240
(AP) 02-25-14 Airline Supplemental Agreements - United SA#14 . . . . .	242
II-31. *Airfield Pavements and Medium Voltage Electrical Infrastructure - Wichita Mid-Continent Airport.	
Agenda Report No. II-31 . . . . .	245
II-32. *General Aviation Apron Repair Project - Wichita Mid-Continent Airport.	
Agenda Report No. II-32 . . . . .	246

**FINAL**  
CITY COUNCIL  
  
CITY OF WICHITA  
KANSAS

City Council Meeting  
04:00 p.m. February 25, 2014

First Floor Board Room  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Approve the minutes of the regular meeting on February 11, 2014

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**II. CONSENT AGENDAS (ITEMS 1 THROUGH 32)**

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)*

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

None

**IX. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

\*\*\*Joint Meeting: City Council and Comprehensive Plan Steering Committee to follow\*\*\*

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(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 32)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated February 24, 2014.

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2014</u>	<u>(Consumption on Premises)</u>
Abel J Lva	El Perron #2 Restaurant**	3824 East Harry
Joe Hemmelgarn	Wichita State**	1845 Fairmount
<u>Renewal</u>	<u>2014</u>	<u>(Consumption off Premises)</u>
Huong V Nguyen	Lucky Market***	7100 East Harry
Kevin Schemm	Dillons #20***	7707 East Central

\*\*General/Restaurant (need 50% or more gross revenue from sale of food)

\*\*\*Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Improvements to an Area South of 47th Street South, West of Hydraulic. (District III)  
b. Petition for Improvements to Remington Place Addition. (District II)  
c. Sanitary Sewer Improvements for U-Needa Self Storage Addition. (District VI)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Deeds and Easements:

- a. List of Deeds and Easements.

RECOMMENDED ACTION: Accept documents.

6. Agreements/Contracts:

- a. Special Waste Disposal Contractual Services. (District III)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Orders:

- a. Change Order No. 2 for 27th Street North in Greenwich Business Center. (District II)
- b. Change Order No. 2 for Bellechase Third Addition. (District II)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Minutes of Advisory Boards/Commissions

Wichita Airport Advisory Board, January 6, 2014  
Board of Building Code Standards and Appeals, December 2, 2013  
Joint Investment Committee, January 9, 2014  
Historic Preservation Board, January 13, 2014  
Wichita Public Library, January 21, 2014

RECOMMENDED ACTION: Receive and file.

9. Repair or Removal of Dangerous and Unsafe Structures. (Districts I and III)

<u>Property Address</u>	<u>Council District</u>
a. 1947 S Water (Commercial Bldg.)	III
b. 1325 N Wabash	I
c. 2527 E. Murdock	I
d. 1325 N Madison	I
e. 2017 N Madison	I
f. 1658 N Spruce	I
g. 1658 N Green	I

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on April 8, 2014 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

10. Proposed Assessment Rolls have been prepared for (15) fifteen water, (15) fifteen sewer, eleven (11) storm water and thirteen (12) paving projects and it is necessary to set a public hearing date. Informal hearing with City personnel will be held March 17, 2014 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on February 28, 2014.

RECOMMENDED ACTION: Set the public hearing date for the Proposed Assessment Rolls for Tuesday, May 6, 2014 at 9:30 a.m.

11. Report on Claims for January 2014.

RECOMMENDED ACTION: Receive and file.

12. Senior Management Report, Quarter Ended December 31, 2013.

RECOMMENDED ACTION: Receive and file.

13. Cooperative Agreement with Kansas PTAC.

RECOMMENDED ACTION: Approve the 2014 Letter of Commitment and authorize the necessary signatures.

14. Funding for Improvements to Redbud Multi-Use Path, I-135 to Oliver. (District I)

RECOMMENDED ACTION: Adopt the amending resolution and authorize the necessary signatures.

15. Wichita Police Department - Contract Amendments for Impound Towing.

RECOMMENDED ACTION: Approve the Contract Amendments for Impound Towing between the City of Wichita and the (6) six current contracted wrecking contractors.

16. Amendments to Park Board Bylaws.

RECOMMENDED ACTION: Approve the amendments to the Bylaws of the Board of Park Commissioners.

17. Contract Amendments with The Salvation Army.

RECOMMENDED ACTION: Approve the contract amendment and authorize the necessary signatures.

18. Notice of Intent to Use Debt Financing - Airfield Pavements and Medium Voltage Electrical Infrastructure - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

19. Notice of Intent to Use Debt Financing - General Aviation Apron Repair - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

20. Notice of Intent to Use Debt Financing - Passenger Boarding Bridges - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

21. Notice of Intent to Use Debt Financing - South Maintenance Yard Improvements - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

22. Cooperative Agreement with Butler County, (Andover).

RECOMMENDED ACTION: Approve the agreement and authorize all necessary signatures for the acquisition or granting of easements, utility relocation agreements, and required permits and authorize the necessary signatures.

23. Second Reading Ordinances: (First Read February 11, 2014)  
a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

## **II. CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

24. \*No Protest Agreement for Paving for Lot Split LSP2014-00003 located south of Central, west of West Street.  
(District VI)

RECOMMENDED ACTION: Approve the Agreement.

25. \*VAC2013-00039 - Request to vacate a portion of public street right-of-way and a platted setback, on property generally located midway between 127th Street East and Greenwich Road west of Jackson Heights Street, on the south portion of East Central Avenue. (District II)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

## **II. CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

26. \*Section 8 Management Assessment Program (SEMAP) Certification.

RECOMMENDED ACTION: Approve submission of the 2013 Section 8 Management Assessment Program (SEMAP) certification and authorize the necessary signatures.

27. \*2014 Utility Allowance Schedule – Section 8 Housing Choice Voucher Program.

RECOMMENDED ACTION: Approve the 2014 Utility Allowance Schedule for the Section 8 Housing Choice Voucher Program, to be effective on May 1, 2014.

28. \*2014 Payment Standards – Section 8 Housing Choice Voucher Program.

RECOMMENDED ACTION: Approve the payment standards for the Section 8 Housing Choice Voucher Program.

29. \*2014 Utility Allowances - Public Housing Program.

RECOMMENDED ACTION: Review and approve the 2014 utility allowances for the Public Housing Program.

**II. CONSENT AIRPORT AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

30. \*Airline Use Agreements - Supplemental Agreements - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the supplemental agreements, and authorize the necessary signatures.

31. \*Airfield Pavements and Medium Voltage Electrical Infrastructure - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the budget and authorize the necessary signatures.

32. \*General Aviation Apron Repair Project - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the budget and authorize the necessary signatures.

Wichita, Kansas  
February 24, 2014  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated February 10, 2014, were read and on motion approved.

Bids were opened February 14, and February 21, 2014, pursuant to advertisements published on:

**2014 Sanitary Sewer Reconstruction Phase 1 (north of MacArthur Rd, east of Meridian (468-84930/620652/663027) Traffic to be maintained during construction using flagpersons and barricades. (District IV, VI)**

B-2 Excavating LLC - \$158,073.00

**2014 Contract Maintenance Pavement Preservative Seal (north of 63rd Street South, east of 135th Street West) (472-85146/132726/132726) Traffic to be maintained during construction using flagpersons and barricades. (District I, II, III, IV, V, VI)**

Proseal Inc.\* - \$335,000.00 \*Base Bid Contract Award Amount

**Water Distribution System to serve Glen Meadows Addition (south of 21st Street North, west of Greenwich) (448-90450/735498/470171) Lateral 11, Main 16, Four Mile Creek Interceptor to serve Glen Meadows Addition (south of 21st Street North, west of Greenwich) (468-84633/744360/480052) Storm Water Drain #359 to serve Glen Meadows Addition (south of 21st Street North, west of Greenwich) (468-84634/751522/485413) Does not affect existing traffic. (District II)**

B-2 Excavation - \$32,724.00 Group 1  
\$75,837.50 Group 2  
\$228,750.19 Group 3  
\$337,311.69 Total Bid

**11th Street North - Grove to Estelle Fairmont Park Addition (north of 9th Street North, east of I-135) (468-84800/133117/636301/620570/133117/774070/661686) Local traffic shall be maintained. (District I)**

Danco Enterprises, Inc. - \$325,341.00

**2014 Contract Maintenance Thermal Crack Repairs Phase 1 (various locations) (472-85134/132726/132726) Traffic to be maintained during construction using flagpersons and barricades. (District V)**

PP&J Construction\* - \$524,776.00 \*Contract Award Amount

**Water Distribution System to serve Southfork Addition (south of 47th Street South, west of Hydraulic) (448-90558/735475/470148) Traffic to be maintained during construction using flagpersons and barricades. Lateral 37, Main 2, Southwest Interceptor Sewer to serve Southfork Addition (south of 47th Street South, west of Hydraulic) (468-84825/744334/480026) Traffic to be maintained during construction using flagpersons and barricades. Storm Water Drain #385 to serve Southfork Addition (south of 47th Street South, west of Hydraulic) (468-84826/751507/485398) Traffic to be maintained during construction using flagpersons and barricades. Washington Street from the south line of 47th Street South to a cul-de-sac ending at a point approximately 1200' south of the south line of 47th Street South to serve Southfork Addition (south of 47th Street South, west of Hydraulic) (472-85050/766279/490297) Traffic to be maintained during construction using flagpersons and barricades. (District III)**

McCullough Excavation - \$69,625.00 Group 1  
\$96,725.00 Group 2  
\$762,950.00 Group 3  
\$647,192.50 Group 4  
\$1,576,492.50 Total Bid

Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/ENGINEERING DIVISION: Street Light Maintenance and Repair.**

Phillips Southern Electric Co. Inc.\* - \$20,875.00

\*Estimate – Contract approved on unit cost basis; refer to attachments.

**PARK AND RECREATION /MAINTENANCE DIVISION: Park ROW: Rebid Groups 2, 5, & 6.**

Commercial Lawn Management of Wichita Inc.\* - \$115,370.00 Group 1  
Michaels Complete Lawn Care Inc.\* - \$69,877.65 Group 2  
Eco Outdoor Management, Inc. \* - \$89,953.00 Group 3

\*Estimate – Contract approved on unit cost basis; refer to attachments.

**INFORMATION TECHNOLOGY/INFORMATION SERVICES: Digital Video Recorder Equipment.**

Sandifer Engineering and Controls Inc. - \$50,685.91

**PUBLIC WORKS AND UTILITIES DEPARTMENT/SEWAGE TREATMENT DIVISION: Water disinfection control and feed cabinets.**

Sidener Environmental Services Inc.\* - \$61,596.00

\*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

**PUBLIC WORKS AND UTILITIES DEPARTMENT/SEWAGE TREATMENT DIVISION: Moyno G series pumps at plant 2.**

JCI Industries Inc.\* - \$44,995.73

\*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

**PUBLIC WORKS AND UTILITIES DEPARTMENT/SEWAGE TREATMENT DIVISION: Belt presses at SDF plant 2.**

Alfa Laval Ashbrook Simon Hartley Inc.\* - \$43,164.00

\*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

**PUBLIC WORKS AND UTILITIES DEPARTMENT/SEWAGE TREATMENT DIVISION: Roller Assembly for the belt presses at SDF plant 2.**

Alfa Laval Ashbrook Simon Hartley Inc.\* - \$25,822.00

\*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

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Marty Strayer, Administrative Assistant  
Department of Public Works

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Janis Edwards, CMC  
Deputy City Clerk

## FORMAL BID REPORT

TO: Robert Layton, City Manager  
 DATE: February 24, 2014

**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER****February 14, 2014**

2014 Sanitary Sewer Reconstruction Phase 1 (north of MacArthur Road, east of Meridian) – Public Works & Utilities Department/Engineering Division

**B-2 Excavating, LLC**

**\$158,073.00**

2014 Contract Maintenance Pavement Preservative Seal (north of 63<sup>rd</sup> Street South, east of 135<sup>th</sup> Street West) – Public Works & Utilities Department/Engineering Division

**Proseal, Inc. (Contract Award Amount) Base Bid**

**\$335,000.00**

Water Distribution System to serve Glen Meadows Addition – Public Works & Utilities Department/Engineering Division

**B-2 Excavation**

**Group 1 – Water Distribution System**

**\$32,724.00**

**Group 2 – L11, M16 FMC**

**75,837.50**

**Group 3 – SWD #359**

**228,750.19**

**Aggregate Bid Total**

**\$337,311.69**

**February 21, 2014**

Storm Sewer – 11<sup>th</sup> Street North – Grove to Estelle to serve Fairmont Park Addition (north of 9<sup>th</sup> Street North, east of I-135) – Public Works & Utilities Department/Engineering Division

**Danco Enterprises, Inc.**

**\$325,341.00**

2014 Contract Maintenance Thermal Crack Repairs Phase 1 (Various Locations) – Public Works & Utilities Department/Engineering Division

**PP&J Construction**

**(Contract Award Amount)**

**\$524,776.00**

Water Distribution System to serve Southfork Addition – Public Works & Utilities Department/Engineering Div.

**McCullough Excavation**

**Group 1 – Water Distribution System**

**\$69,625.00**

**Group 2 – Lateral 37, Main 2, Southwest Interceptor Sewer**

**96,725.00**

**Group 3 – Storm Water Drain #385**

**762,950.00**

**Group 4 – Washington Street**

**647,192.50**

**Aggregate Bid Total**

**\$1,576,492.50**

**PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****February 14, 2014**

Street Light Maintenance & Repair – Public Works & Utilities Department/Engineering Division (See Exhibit B for Itemized Pricing in the Formal Bid Report)

**Phillips Southern Electric Company, Inc.**

**\$20,875.00**

**February 21, 2014**

Park, ROW and Public Facility Grounds Maintenance - Groups 2, 5 & 6 REBID – Park & Recreation Department/Maintenance Division (See Exhibit C for Itemized Pricing in the Formal Bid Report)

**Commercial Lawn Management of Wichita, Inc.**

**Group 1**

**\$115,370.00**

**Michaels's Complete Lawn Care, Inc.**

**Group 2**

**\$69,877.65**

**Eco Outdoor Management, Inc.**

**Group 3**

**\$89,953.00**

Digital Video Recorder Equipment – Information Technology Department/Information Services (IT/IS)

**Sandifer Engineering & Controls, Inc.**

**(Deferred from February 10, 2014)**

**\$50,685.91**

Water Disinfection Control and Feed Cabinets – Public Works & Utilities Department/Sewage Treatment Div.

**Sidener Environmental Services, Inc.**

**Sole Source of Supply,**

**\$61,596.00**

**Ordinance No. 35-856, Section 2(b)**

Moyno G Series Pumps at Plant 2 – Public Works & Utilities Department/Sewage Treatment Division


**JCI Industries, Inc.**

**Sole Source of Supply, Ordinance No. 35-856, Section 2(b)**

**\$44,995.73**

Belt Presses at SDF Plant 2 – Public Works & Utilities Department/Sewage Treatment Division  
**Alfa Laval Ashbrook Simon Hartley, Inc. Sole Source of Supply, \$43,164.00**  
**Ordinance No. 35-856, Section 2(b)**  
Roller Assembly for the Belt Presses at SDF Plant 2 – Public Works & Utilities Dept./Sewage Treatment Div.  
**Alfa Laval Ashbrook Simon Hartley, Inc. Sole Source of Supply, \$25,822.00**  
**Ordinance No. 35-856, Section 2(b)**

**ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.**

  
**Melinda A. Walker**  
**Purchasing Manager**

**SANITARY SEWER BID TABULATION SUMMARY**

BOARD OF BIDS - February 14, 2014

RQ#440180

FB#440022		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Wildcat Construction
<b>2014 Sanitary Sewer Reconstruction Phase 1</b>		\$276,453.00	\$323,779.00	\$228,151.00	\$299,514.50
(north of MacArthur Rd, east of Meridian)	BID BOND				
468-84930	ADDENDA	0			
(620652)					
		Engineer's Construction Estimate	Wichita Excavation	Forshee Plumbing LLC	Danco Enterprises
<b>2014 Sanitary Sewer Reconstruction Phase 1</b>		\$276,453.00	\$191,975.00	\$174,791.00	\$233,397.50
(north of MacArthur Rd, east of Meridian)	BID BOND		X	X	X
468-84930	ADDENDA	0			
(620652)					
		Engineer's Construction Estimate	Visual Systems Inc.	B-2 Excavating LLC	
<b>2014 Sanitary Sewer Reconstruction Phase 1</b>		\$276,453.00	\$166,486.00	\$158,073.00	
(north of MacArthur Rd, east of Meridian)	BID BOND		X	X	
468-84930	ADDENDA	0			
(620652)					
		Engineer's Construction Estimate			
<b>2014 Sanitary Sewer Reconstruction Phase 1</b>		\$276,453.00			
(north of MacArthur Rd, east of Meridian)	BID BOND				
468-84930	ADDENDA	0			
(620652)					

CHECKED BY: REVIEWED BY: 

## PAVING BID TABULATION SUMMARY

BOARD OF BIDS - February 14, 2014

RQ#440189

FB#440023		Engineer's Construction Estimate	Proseal Inc	Barkley Construction	Comejo & Sons, LLC
2014 Contract Maintenance Pavement Preservative Seal	Base Bid Group 1	\$351,799.80	\$326,214.36		
	Add Alt Group 2		\$31,981.80		
(north of 63rd Street South, east of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85146 (132726)	TOTAL	\$351,799.80	358,196.16		
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
2014 Contract Maintenance Pavement Preservative Seal	Base Bid Group 1	\$351,799.80			
	Add Alt Group 2				
(north of 63rd Street South, east of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85146 (132726)	TOTAL	\$351,799.80			
		Engineer's Construction Estimate			
2014 Contract Maintenance Pavement Preservative Seal	Base Bid Group 1	\$351,799.80			
	Add Alt Group 2				
(north of 63rd Street South, east of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85146 (132726)	TOTAL	\$351,799.80			
		Engineer's Construction Estimate			
2014 Contract Maintenance Pavement Preservative Seal	Base Bid Group 1	\$351,799.80			
	Add Alt Group 2				
(north of 63rd Street South, east of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85146 (132726)	TOTAL	\$351,799.80			
		Engineer's Construction Estimate			
2014 Contract Maintenance Pavement Preservative Seal	Base Bid Group 1	\$351,799.80			
	Add Alt Group 2				
(north of 63rd Street South, east of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85146 (132726)	TOTAL	\$351,799.80			
CONTRACT AWARDED FOR \$335,000.000 ON BASE BID					

CHECKED BY: REVIEWED BY: 

## WATER BID TABULATION SUMMARY

BOARD OF BIDS - February 14, 2014

RQ#440190

FB#440024		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System 448-90450 (735498)	Group 1	\$36,849.00	\$41,961.00	\$36,486.00	\$32,765.00
L11, M16 FMC 468-84633 (744360)	Group 2	\$115,240.00	\$100,682.20	\$96,441.00	\$83,924.30
SWD #359 468-84634 (751522)	Group 3	\$365,312.00	\$364,947.35	\$285,584.00	\$267,071.00
Glen Meadows Addition	BID BOND				
	ADDENDA	2	X	X	X
<b>BID TOTAL</b>		<b>\$517,401.00</b>	<b>507,590.55</b>	<b>418,511.00</b>	<b>383,760.30</b>
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Water Distribution System 448-90450 (735498)	Group 1	\$36,849.00	\$35,517.00	\$34,303.00	\$40,297.50
L11, M16 FMC 468-84633 (744360)	Group 2	\$115,240.00	\$70,115.71	\$79,471.75	\$88,161.75
SWD #359 468-84634 (751522)	Group 3	\$365,312.00	\$238,567.29	\$251,929.82	\$407,539.60
Glen Meadows Addition	BID BOND				
	ADDENDA	2	X	X	X
<b>BID TOTAL</b>		<b>\$517,401.00</b>	<b>344,200.00</b>	<b>365,704.57</b>	<b>535,998.85</b>
		Engineer's Construction Estimate	B-2 Excavation	Bob Bergkamp Construction	
Water Distribution System 448-90450 (735498)	Group 1	\$36,849.00	\$32,724.00	\$34,448.00	
L11, M16 FMC 468-84633 (744360)	Group 2	\$115,240.00	\$75,837.50	\$70,504.70	
SWD #359 468-84634 (751522)	Group 3	\$365,312.00	\$228,750.19	\$340,132.60	
Glen Meadows Addition	BID BOND			X	
	ADDENDA	2	X	X	
<b>BID TOTAL</b>		<b>\$517,401.00</b>	<b>337,311.69</b>	<b>445,085.30</b>	

CHECKED BY:   *BP*  REVIEWED BY:   *SP*

**STORM SEWER BID TABULATION SUMMARY**

BOARD OF BIDS - February 21, 2014

RQ#440225

<b>FB#440026</b>		<b>Engineer's Construction Estimate</b>	<b>Dondlinger &amp; Sons</b>	<b>Duling Construction</b>	<b>Mies Construction</b>
<b>11th Street North - Grove to Estelle, Fairmont Park Addition</b>		<b>\$401,597.00</b>	<b>\$386,890.00</b>	<b>\$387,998.00</b>	<b>\$437,125.50</b>
(north of 9th St North, east of I-135)	BID BOND		X	X	X
468-84800	ADDENDA	2	X	X	X
(133117/636301/620570)					
		<b>Engineer's Construction Estimate</b>	<b>McCullough Excavation</b>	<b>Nowak Construction</b>	<b>Utilities Plus</b>
<b>11th Street North - Grove to Estelle, Fairmont Park Addition</b>		<b>\$401,597.00</b>		<b>\$369,759.25</b>	
(north of 9th St North, east of I-135)	BID BOND			X	
468-84800	ADDENDA	2		X	
(133117/636301/620570)					
		<b>Engineer's Construction Estimate</b>	<b>Wildcat Construction</b>	<b>Stannard Construction d/b/a WB Carter</b>	<b>Danco Enterprises, Inc.</b>
<b>11th Street North - Grove to Estelle, Fairmont Park Addition</b>		<b>\$401,597.00</b>	<b>\$399,299.00</b>		<b>\$325,341.00</b>
(north of 9th St North, east of I-135)	BID BOND		X		X
468-84800	ADDENDA	2	X		X
(133117/636301/620570)					
		<b>Engineer's Construction Estimate</b>	<b>Vogts-Parga Construction, LLC</b>		
<b>11th Street North - Grove to Estelle, Fairmont Park Addition</b>		<b>\$401,597.00</b>	<b>\$367,402.60</b>		
(north of 9th St North, east of I-135)	BID BOND		X		
468-84800	ADDENDA	2	X		
(133117/636301/620570)					

CHECKED BY: REVIEWED BY: 

## PAVING BID TABULATION SUMMARY

BOARD OF BIDS - February 21, 2014

RQ#440226

<b>FB#440027</b>		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
<b>2014 Contract Maintenance Thermal Crack Repairs Phase 1</b>		\$570,699.00		\$548,833.25	\$823,545.50
	BID BOND			X	X
<b>(Various Locations)</b>	ADDENDA	2		X	X
<b>472-85134 (132726)</b>					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	PP&J Construction
<b>2014 Contract Maintenance Thermal Crack Repairs Phase 1</b>		\$570,699.00		\$595,562.00	\$459,490.00
	BID BOND			X	X
<b>(Various Locations)</b>	ADDENDA	2		X	X
<b>472-85134 (132726)</b>					
		Engineer's Construction Estimate	Surface Protection		
<b>2014 Contract Maintenance Thermal Crack Repairs Phase 1</b>		\$570,699.00	\$541,371.75		
	BID BOND		X		
<b>(Various Locations)</b>	ADDENDA	2	X		
<b>472-85134 (132726)</b>					
		Engineer's Construction Estimate			
<b>2014 Contract Maintenance Thermal Crack Repairs Phase 1</b>		\$570,699.00			
	BID BOND				
<b>(Various Locations)</b>	ADDENDA	2			
<b>472-85134 (132726)</b>					
<b>CONTRACT AWARDED FOR \$524,776.00</b>					

CHECKED BY: *jld*REVIEWED BY: *ps*

## WATER BID TABULATION SUMMARY

BOARD OF BIDS - February 21, 2014

RQ#440227

FB#440029		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System 448-90558 (735475)	Group 1	\$131,175.00			\$78,560.00
Lateral 37, Main 2, Southwest Interceptor Sewer 468-84825 (744334)	Group 2	\$179,430.00			\$159,088.00
Storm Water Drain #385 468-84826 (751507)	Group 3	\$1,584,282.00			\$789,104.00
Washington Street 472-85050 (766279)	Group 4	\$860,971.00			\$620,274.00
Southfork Addition	BID BOND				X
	ADDENDA	2			X
<b>BID TOTAL</b>		\$2,755,858.00			1,647,026.00
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Water Distribution System 448-90558 (735475)	Group 1	\$131,175.00	\$69,625.00	\$76,857.00	
Lateral 37, Main 2, Southwest Interceptor Sewer 468-84825 (744334)	Group 2	\$179,430.00	\$96,725.00	\$153,131.50	
Storm Water Drain #385 468-84826 (751507)	Group 3	\$1,584,282.00	\$762,950.00	\$701,863.55	
Washington Street 472-85050 (766279)	Group 4	\$860,971.00	\$647,192.50	\$648,135.00	
Southfork Addition	BID BOND		X	X	
	ADDENDA	2	X	X	
<b>BID TOTAL</b>		\$2,755,858.00	1,576,492.50	1,579,987.05	
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Water Distribution System 448-90558 (735475)	Group 1	\$131,175.00	\$94,024.75		
Lateral 37, Main 2, Southwest Interceptor Sewer 468-84825 (744334)	Group 2	\$179,430.00	\$151,275.50		
Storm Water Drain #385 468-84826 (751507)	Group 3	\$1,584,282.00	\$932,784.60		
Washington Street 472-85050 (766279)	Group 4	\$860,971.00	\$588,844.56		
Southfork Addition	BID BOND		X		
	ADDENDA	2	X		
<b>BID TOTAL</b>		\$2,755,858.00	1,766,929.41		

CHECKED BY: *jed*REVIEWED BY: *ps*



**Bid Results**

**Registration   Solicitations   Document Inquiry   Login   Help**

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor   Group   Line**  
**Solicitation: FB440020   Street Light Maintenance and Repair**

**Close Date/Time: 2/14/2014 10:00 AM CST**

**Solicitation Type: Formal Bid**

**[Return to the Bid List](#)**

**Award Method: Aggregate Cost**

**Department: Public Works & Utilities**

**Responses: 1**

**Vendors**

**Complete**

**Bid Total**

**City Comments**

PHILLIPS SOUTHERN ELECTRIC CO INC

Complete

\$20,875.00

Award 2/25/2014 Public Works & Utilities  
 Dept/Engineering Division

**[Top of the Page](#)**





**Profile Solicitations Document Inquiry Logout Bid Results Help**

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

**Vendor Group Line**  
**Solicitation: FB440020 Street Light Maintenance and Repair**

**Close Date/Time: 2/14/2014 10:00 AM CST**

**Solicitation Type: Formal Bid**

**Award Method: Aggregate Cost**

**Department: Public Works & Utilities**

[Return to the Bid List](#)

**Go to:** 001

**Responses: 1**

<b>Line 001</b>		Laborer: 1st Person Hourly Rate					
<b>Vendors</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>	<b>Comments</b>	
PHILLIPS SOUTHERN ELECTRIC CO INC	200	Hour	\$60.0000	\$12,000.00	Complete		
<b>Line 002</b>		Laborer: 2nd Person Hourly Rate					
<b>Vendors</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>	<b>Comments</b>	
PHILLIPS SOUTHERN ELECTRIC CO INC	25	Hour	\$25.0000	\$625.00	Complete		
<b>Line 003</b>		Equipment: Pickup Truck Hourly Rate					
<b>Vendors</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>	<b>Comments</b>	
PHILLIPS SOUTHERN ELECTRIC CO INC	150	Hour	\$20.0000	\$3,000.00	Complete		
<b>Line 004</b>		Equipment: Truck with Ladder or Basket Hourly Rate					
<b>Vendors</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>	<b>Comments</b>	
PHILLIPS SOUTHERN ELECTRIC CO INC	100	Hour	\$35.0000	\$3,500.00	Complete		
<b>Line 005</b>		Equipment: Aerial Equipment Hourly Rate					
<b>Vendors</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>	<b>Comments</b>	
PHILLIPS SOUTHERN ELECTRIC CO INC	25	Hour	\$70.0000	\$1,750.00	Complete		



**Bid Results**

**Registration   Solicitations   Document Inquiry   Login   Help**

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor   Group   Line**

**Solicitation: FB440025   Park ROW: Rebid Groups 2, 5 & 6**

**Close Date/Time: 2/21/2014 10:00 AM CST**

**Solicitation Type: Formal Bid**

**Return to the Bid List**

**Award Method: Group**

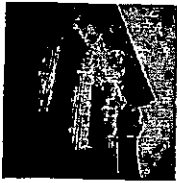
**Department: Parks**

**Responses: 4**

<b>Vendors</b>	<b>Complete</b>	<b>Bid Total</b>	<b>City Comments</b>
<u>MICHAELS COMPLETE LAWN CARE INC</u>	Complete	\$392,758.70	Award 2/25/14 Group 2 Park & Recreation /Maintenance Division - Corrected Total
<u>ECO OUTDOOR MANAGEMENT, INC.</u>	Partial	\$89,953.00	Award 2/25/14 Group 3 Park & Recreation /Maintenance Division - Corrected Total
<u>COMMERCIAL LAWN MANAGEMENT OF WICHITA IN</u>	Partial	\$115,370.00	Award 2/25/14 Group 1 Park & Recreation /Maintenance Division
<u>LANDSCAPES INC</u>	Partial	\$119,901.00	

**Top of the Page**





**Vendor Solicitations System Admin**

**Bids On Solicitation  
Logout Help**

This page summarizes bids by the totals for each group listed on the solicitation.

**Vendor Group Line**  
Solicitation: **FB440025** Park ROW: Rebid Groups  
2, 5 & 6

Close Date/Time: 2/21/2014 10:00 AM CST

Solicitation Type: **Formal Bid**

[Return to the Bid List](#)

Award Method: **Group**

Department: **Parks**

Responses: **4**

Go to: **1**

**Group 1**

**Vendors**

	Complete	Group Total Net Bid
<u>COMMERCIAL LAWN MANAGEMENT OF WICHITA IN</u>	Complete	\$115,370.00
<u>MICHAELS COMPLETE LAWN CARE INC</u>	Complete	\$177,726.50
<u>LANDSCAPES INC</u>	In-Complete	\$0.00
<u>ECO OUTDOOR MANAGEMENT, INC.</u>	In-Complete	\$0.00

[Top of the Page](#)

**Group 2**

**Vendors**

	Complete	Group Total Net Bid
<u>MICHAELS COMPLETE LAWN CARE INC</u>	Complete	\$69,877.65
<u>LANDSCAPES INC</u>	In-Complete	\$0.00
<u>ECO OUTDOOR MANAGEMENT, INC.</u>	In-Complete	\$0.00
<u>COMMERCIAL LAWN MANAGEMENT OF WICHITA IN</u>	In-Complete	\$0.00

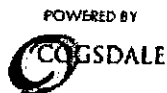
[Top of the Page](#)

**Group 3**

**Vendors**

	Complete	Group Total Net Bid
<u>ECO OUTDOOR MANAGEMENT, INC.</u>	Complete	\$89,953.00
<u>LANDSCAPES INC</u>	Complete	\$119,901.00
<u>MICHAELS COMPLETE LAWN CARE INC</u>	Complete	\$145,154.55
<u>COMMERCIAL LAWN MANAGEMENT OF WICHITA IN</u>	In-Complete	\$0.00

[Top of the Page](#)





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Registration Solicitations Document Inquiry Login Help

Bid Results

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

**Vendor Group Line**  
**Solicitation: FB440025** **Park ROW: Rebid Groups**  
**2, 5 & 6**

**Close Date/Time: 2/21/2014 10:00 AM CST**

**Solicitation Type: Formal Bid**

[Return to the Bid List](#)

**Award Method: Group**

**Department: Parks**

**Responses: 4**

**Go to:** 001

**Line 001** GROUP 2: PARK - Canal Route - East - Stafford to Kellogg REFER TO SPREADSHEET FOR DETAILED INFORMATION ON PROPERTIES. VENDORS TO BID A PER MOWING COST

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	10	Lump Sum	\$1,502.0000	\$15,020.00	Complete	
MICHAELS COMPLETE LAWN CARE INC	10	Lump Sum	\$2,320.5000	\$23,205.00	Complete	
LANDSCAPES INC					No Bid.	
ECO OUTDOOR MANAGEMENT, INC.					No Bid.	

**Line 002** GROUP 2: PARK - Canal Route - West - Stafford to Kellogg

[Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	10	Lump Sum	\$956.0000	\$9,560.00	Complete	
MICHAELS COMPLETE LAWN CARE INC	10	Lump Sum	\$1,476.4500	\$14,764.50	Complete	
LANDSCAPES INC					No Bid.	
ECO OUTDOOR MANAGEMENT, INC.					No Bid.	

**Line 003** GROUP 2: PARK - Canal Route W. - Kellogg to Douglas

[Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	10	Lump Sum	\$308.0000	\$3,080.00	Complete	
MICHAELS COMPLETE LAWN CARE INC	10	Lump Sum	\$476.0000	\$4,760.00	Complete	
LANDSCAPES INC					No Bid.	
ECO OUTDOOR MANAGEMENT, INC.					No Bid.	

**Line 004** GROUP 2: PARK - Canal Route - Douglas to 21st Street

[Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	10	Lump Sum	\$5,885.0000	\$58,850.00	Complete	
MICHAELS COMPLETE LAWN CARE INC	10	Lump Sum	\$9,095.0000	\$90,950.00	Complete	

LANDSCAPES INC

No Bid.

ECO OUTDOOR MANAGEMENT, INC.

No Bid.

**Line 005** GROUP 2: PARK - Canal Route - Stafford to North of LincolnTop of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	10	Lump Sum	\$1,513.0000	\$15,130.00	Complete	
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MICHAELS COMPLETE LAWN CARE INC	10	Lump Sum	\$2,337.5000	\$23,375.00	Complete	
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LANDSCAPES INC

No Bid.

ECO OUTDOOR MANAGEMENT, INC.

No Bid.

**Line 006** GROUP 2: PARK - Canal Route E. - Central to 2ndTop of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	10	Lump Sum	\$100.0000	\$1,000.00	Complete	
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MICHAELS COMPLETE LAWN CARE INC	10	Lump Sum	\$154.7000	\$1,547.00	Complete	
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LANDSCAPES INC

No Bid.

ECO OUTDOOR MANAGEMENT, INC.

No Bid.

**Line 007** GROUP 5: RIGHT OF WAY - Kellogg & OliverTop of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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MICHAELS COMPLETE LAWN CARE INC	15	Lump Sum	\$1,001.3000	\$15,019.50	Complete	
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LANDSCAPES INC

No Bid.

ECO OUTDOOR MANAGEMENT, INC.

No Bid.

COMMERCIAL LAWN MANAGEMENT OF WICHITA IN

No Bid.

**Line 008** GROUP 5: RIGHT OF WAY - Kellogg - Rock Rd Interchange from Armour to CypressTop of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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MICHAELS COMPLETE LAWN CARE INC	15	Lump Sum	\$539.7500	\$8,096.25	Complete	
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LANDSCAPES INC

No Bid.

ECO OUTDOOR MANAGEMENT, INC.

No Bid.

COMMERCIAL LAWN MANAGEMENT OF WICHITA IN

No Bid.

**Line 009** GROUP 5: RIGHT OF WAY - Kellogg - Grove to YaleTop of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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MICHAELS COMPLETE LAWN CARE INC	7	Lump Sum	\$3,303.9500	\$23,127.65	Complete	
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LANDSCAPES INC

No Bid.

ECO OUTDOOR MANAGEMENT, INC.

No Bid.

COMMERCIAL LAWN MANAGEMENT OF WICHITA IN

No Bid.

**Line 010** GROUP 2: PARK - Canal Route W. - Douglas to 13th Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	10	Lump Sum	\$843.0000	\$8,430.00	Complete	
MICHAELS COMPLETE LAWN CARE INC	10	Lump Sum	\$1,303.0500	\$13,030.50	Complete	
<u>LANDSCAPES INC</u>					No Bid.	
<u>ECO OUTDOOR MANAGEMENT, INC.</u>					No Bid.	

**Line 011** GROUP 2: PARK - Canal Route Bike Path - 17th to Grove Park Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	10	Lump Sum	\$385.0000	\$3,850.00	Complete	
MICHAELS COMPLETE LAWN CARE INC	10	Lump Sum	\$595.0000	\$5,950.00	Complete	
<u>LANDSCAPES INC</u>					No Bid.	
<u>ECO OUTDOOR MANAGEMENT, INC.</u>					No Bid.	

**Line 012** GROUP 2: PARK - Canal Route Decorative Wall Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MICHAELS COMPLETE LAWN CARE INC	10	Lump Sum	\$14.4500	\$144.50	Complete	
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	10	Lump Sum	\$45.0000	\$450.00	Complete	
<u>LANDSCAPES INC</u>					No Bid.	
<u>ECO OUTDOOR MANAGEMENT, INC.</u>					No Bid.	

**Line 013** GROUP 5: PARK - Kellogg - East of Edgemoor to Armour REFER TO SPREADSHEET FOR DETAILED INFORMATION ON PROPERTIES. VENDORS TO BID A PER MOWING COST Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MICHAELS COMPLETE LAWN CARE INC	15	Lump Sum	\$612.0000	\$9,180.00	Complete	
<u>LANDSCAPES INC</u>					No Bid.	
<u>ECO OUTDOOR MANAGEMENT, INC.</u>					No Bid.	
<u>COMMERCIAL LAWN MANAGEMENT OF WICHITA IN</u>					No Bid.	

**Line 014** GROUP 5: RIGHT OF WAY - Kellogg & Hillside Medians Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MICHAELS COMPLETE LAWN CARE INC	15	Lump Sum	\$43.3500	\$650.25	Complete	
<u>LANDSCAPES INC</u>					No Bid.	
<u>ECO OUTDOOR MANAGEMENT, INC.</u>					No Bid.	
<u>COMMERCIAL LAWN MANAGEMENT OF WICHITA IN</u>					No Bid.	

**Line 015** GROUP 6: RIGHT OF WAY - Islands - Kellogg @ Seneca, Meridian and Edwards REFER TO SPREADSHEET FOR DETAILED Top of the Page

## INFORMATION ON PROPERTIES. VENDORS TO BID A PER MOWING COST

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
LANDSCAPES INC	15	Lump Sum	\$70.0000	\$1,050.00	Complete	
MICHAELS COMPLETE LAWN CARE INC	15	Lump Sum	\$71.4000	\$1,071.00	Complete	
ECO OUTDOOR MANAGEMENT, INC.	15	Lump Sum	\$110.0000	\$1,650.00	Complete	
<u>COMMERCIAL LAWN MANAGEMENT OF WICHITA IN</u>					No Bid.	

[Top of the Page](#)**Line 016** GROUP 5: RIGHT OF WAY - Kellogg -Turnpike to 127th

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MICHAELS COMPLETE LAWN CARE INC	7	Lump Sum	\$1,972.0000	\$13,804.00	Complete	
<u>LANDSCAPES INC</u>					No Bid.	
<u>ECO OUTDOOR MANAGEMENT, INC.</u>					No Bid.	
<u>COMMERCIAL LAWN MANAGEMENT OF WICHITA IN</u>					No Bid.	

[Top of the Page](#)**Line 017** GROUP 6: RIGHT OF WAY - Kellogg & Dugan Rd

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ECO OUTDOOR MANAGEMENT, INC.	15	Lump Sum	\$237.5000	\$3,562.50	Complete	
LANDSCAPES INC	15	Lump Sum	\$266.0000	\$3,990.00	Complete	
MICHAELS COMPLETE LAWN CARE INC	15	Lump Sum	\$323.0000	\$4,845.00	Complete	
<u>COMMERCIAL LAWN MANAGEMENT OF WICHITA IN</u>					No Bid.	

[Top of the Page](#)**Line 018** GROUP 6: RIGHT OF WAY - W. Kellogg - Mid-Cont to 111th St. W.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ECO OUTDOOR MANAGEMENT, INC.	10	Lump Sum	\$264.2500	\$2,642.50	Complete	
LANDSCAPES INC	10	Lump Sum	\$312.0000	\$3,120.00	Complete	
MICHAELS COMPLETE LAWN CARE INC	10	Lump Sum	\$379.1000	\$3,791.00	Complete	
<u>COMMERCIAL LAWN MANAGEMENT OF WICHITA IN</u>					No Bid.	

[Top of the Page](#)**Line 019** GROUP 6: RIGHT OF WAY - W. Kellogg at Maize Rd.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ECO OUTDOOR MANAGEMENT, INC.	15	Lump Sum	\$45.0000	\$675.00	Complete	
MICHAELS COMPLETE LAWN CARE INC	15	Lump Sum	\$65.0000	\$975.00	Complete	
LANDSCAPES INC	15	Lump Sum	\$70.0000	\$1,050.00	Complete	
<u>COMMERCIAL LAWN MANAGEMENT OF WICHITA IN</u>					No Bid.	

[Top of the Page](#)**Line 020** GROUP 6: RIGHT OF WAY - Kellogg & West St.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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ECO OUTDOOR MANAGEMENT, INC.	10	Lump Sum	\$573.7500	\$5,737.50	Complete
LANDSCAPES INC	10	Lump Sum	\$630.0000	\$6,300.00	Complete
MICHAELS COMPLETE LAWN CARE INC	10	Lump Sum	\$765.0000	\$7,650.00	Complete

COMMERCIAL LAWN MANAGEMENT OF WICHITA IN

No Bid.

**Line 021** GROUP 6: RIGHT OF WAY - Mid-Continent Interchange/ North Large Triangle (Kellogg)

Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ECO OUTDOOR MANAGEMENT, INC.	7	Lump Sum	\$485.0000	\$3,395.00	Complete	
LANDSCAPES INC	7	Lump Sum	\$707.0000	\$4,949.00	Complete	
MICHAELS COMPLETE LAWN CARE INC	7	Lump Sum	\$858.5000	\$6,009.50	Complete	

COMMERCIAL LAWN MANAGEMENT OF WICHITA IN

No Bid.

**Line 022** GROUP 6: RIGHT OF WAY - W. Kellogg - McLean to west of Edwards

Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ECO OUTDOOR MANAGEMENT, INC.	10	Lump Sum	\$2,658.5000	\$26,585.00	Complete	
LANDSCAPES INC	10	Lump Sum	\$3,528.0000	\$35,280.00	Complete	
MICHAELS COMPLETE LAWN CARE INC	10	Lump Sum	\$4,284.0000	\$42,840.00	Complete	

COMMERCIAL LAWN MANAGEMENT OF WICHITA IN

No Bid.

**Line 023** GROUP 6: RIGHT OF WAY - Kellogg - Emporia to Topeka- Non-irrigated ROW sides

Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
LANDSCAPES INC	7	Lump Sum	\$70.0000	\$490.00	Complete	
MICHAELS COMPLETE LAWN CARE INC	7	Lump Sum	\$92.6500	\$648.55	Complete	
ECO OUTDOOR MANAGEMENT, INC.	7	Lump Sum	\$95.0000	\$665.00	Complete	

COMMERCIAL LAWN MANAGEMENT OF WICHITA IN

No Bid.

**Line 024** GROUP 6: RIGHT OF WAY - Kellogg - Washington to Hydraulic

Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ECO OUTDOOR MANAGEMENT, INC.	7	Lump Sum	\$1,710.0000	\$11,970.00	Complete	
LANDSCAPES INC	7	Lump Sum	\$2,331.0000	\$16,317.00	Complete	
MICHAELS COMPLETE LAWN CARE INC	7	Lump Sum	\$2,830.5000	\$19,813.50	Complete	

COMMERCIAL LAWN MANAGEMENT OF WICHITA IN

No Bid.

**Line 025** GROUP 6: RIGHT OF WAY - Mid-Continent Interchange

Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ECO OUTDOOR MANAGEMENT, INC.	7	Lump Sum	\$1,555.0000	\$10,885.00	Complete	
LANDSCAPES INC	7	Lump Sum	\$2,340.0000	\$16,380.00	Complete	

MICHAELS COMPLETE LAWN CARE INC 7 Lump Sum \$2,842.4000 \$19,896.80 Complete

COMMERCIAL LAWN  
MANAGEMENT OF WICHITA IN

No Bid.

**Line 026** GROUP 6: RIGHT OF WAY - W. Kellogg - Big Ditch to 119th St. W.

Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ECO OUTDOOR MANAGEMENT, INC.	10	Lump Sum	\$1,885.0000	\$18,850.00	Complete	
LANDSCAPES INC	10	Lump Sum	\$2,590.0000	\$25,900.00	Complete	
MICHAELS COMPLETE LAWN CARE INC	10	Lump Sum	\$3,145.0000	\$31,450.00	Complete	

COMMERCIAL LAWN  
MANAGEMENT OF WICHITA IN

No Bid.

**Line 027** GROUP 6: RIGHT OF WAY - Kellogg South Service Road 119th West 1/2 Mile

Top of the Page

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ECO OUTDOOR MANAGEMENT, INC.	7	Lump Sum	\$476.5000	\$3,335.50	Complete	
LANDSCAPES INC	7	Lump Sum	\$725.0000	\$5,075.00	Complete	
MICHAELS COMPLETE LAWN CARE INC	7	Lump Sum	\$880.6000	\$6,164.20	Complete	

COMMERCIAL LAWN  
MANAGEMENT OF WICHITA IN

No Bid.

Top of the Page





**Bid Results**

**Registration   Solicitations   Document Inquiry   Login   Help**

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor   Group   Line**  
**Solicitation: FB440014   Digital Video Recorder Equipment**

**Close Date/Time: 2/7/2014 10:00 AM CST**

**Solicitation Type: Formal Bid**

**Award Method: Aggregate Cost**

**Department: Information Tech/Info Services**

**[Return to the Bid List](#)**

**Responses: 5**

<b>Vendors</b>	<b>Complete</b>	<b>Bid Total</b>	<b>City Comments</b>
<u>MCCLELLAND SOUND INC</u>	Partial	\$47,900.16	Does not meet specifications
<u>B &amp; H FOTO &amp; ELECTRO</u>	Partial	\$50,160.00	Does not meet specifications
<u>SANDIFER ENGINEERING &amp; CONTROLS INC</u>	Partial	\$50,685.91	Award 2/25/14 Information Tech/Info Services
<u>MIDWEST DIGITAL SYSTEMS, LLC</u>	Partial	\$54,511.90	
<u>C &amp; C SALES INC dba C &amp; C GROUP</u>	Partial	\$56,507.00	

**[Top of the Page](#)**



**Purchases Utilizing Sole Source of Supply**

**Ordinance No. 35-856 Section 2. (b)**

**SUBJECT:** Water disinfection control and feed cabinets

2 each – 3000 PPD chlorine gas feeder

2 each – 1000 PPD ammonia feeder

FOR A TOTAL OF \$61,596.00

*This is a sole source of supply when material to be purchased is available from a sole distributor.*

Department: Public Works & Utilities Department

Division: Sewage Treatment Division

Vendor	Reference Authority	Cost
Sidener Environmental Services Inc.	Ordinance No. 35-856 Section 2 (b)	\$61,596.00

**Purchases Utilizing Sole Source of Supply**

**Ordinance No. 35-856 Section 2. (b)**

**SUBJECT:** Moyno G series pumps at plant 2

3 each – Rotor  
3 each – Stator  
4 each – Gear joint kit assembly  
6 each – Gear joint seal kit

FOR A TOTAL OF \$44,995.73

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Public Works & Utilities Department

Division: Sewage Treatment Division

Vendor	Reference Authority	Cost
JCI Industries Inc.	Ordinance No. 35-856 Section 2 (b)	\$44,995.73

**Purchases Utilizing Sole Source of Supply**

**Ordinance No. 35-856 Section 2. (b)**

**SUBJECT:** Belt presses at SDF plant 2

4 each – 8" Roller assembly  
1 each – 11 ¾" roller assembly  
1 each – 12" roller assembly  
1 each – 14" roller coated  
1 each – 18" perforated roller  
2 each – Bearing pillow block  
1 each – Bearing spacer  
2 each – Bearing splash guard kit

FOR A TOTAL OF \$43,164.00

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Public Works & Utilities Department

Division: Sewage Treatment Division

Vendor	Reference Authority	Cost
Alfa Laval Ashbrook Simon Hartley Inc.	Ordinance No. 35-856 Section 2 (b)	\$43,164.00

**Purchases Utilizing Sole Source of Supply**

**Ordinance No. 35-856 Section 2. (b)**

**SUBJECT:** Roller Assembly for the belt presses at SDF plant 2

2 each – 10" coated drive roller

4 each – Bull gear 3 ½" face bore

2 each – Spur gear 2 3/8" bore 3 ½" face

FOR A TOTAL OF \$25,822.00

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Public Works & Utilities Department

Division: Sewage Treatment Division

Vendor	Reference Authority	Cost
Alfa Laval Ashbrook Simon Hartley Inc.	Ordinance No. 35-856 Section 2 (b)	\$25,822.00

**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL FEBRUARY 25, 2014**

- a. Cherry Creek from the west line of Tara Creek Addition to the west line of Lot 8, Block 2; and Cherry Creek Court from the north line of Cherry Creek to and including the cul-de-sac to serve Tara Creek Addition (north of Pawnee, west of 127th Street East) (472-84560/766301/490319) Does not affect existing traffic. (District II) - \$179,300.00
- b. Water Distribution System to serve Liberty Park 3rd Addition (south of 13th Street North, east of 135th Street West) (448-89987/735502/470178) Does not affect existing traffic. (District V) - \$48,000.00
- c. Lateral 15, Northwest Interceptor to serve Liberty Park 3rd Addition (south of 13th Street North, east of 135th Street West) (468-83853/744363/480055) Does not affect existing traffic. (District V) - \$46,000.00
- d. 2014 Contract Maintenance Slurry Seal (north of 63rd Street South, east of 135th Street West) (472-85144/132726/132726) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,V) - \$480,702.00
- e. 2014 Contract Maintenance Micro Surfacing (north of 63rd Street South, east of 135th Street West) (472-85145/132726/132726) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V,VI) - \$635,308.64

THE CITY OF WICHITA  
Department of Public Works

Wichita, Kansas

**NOT TO BE ADVERTISED  
PRELIMINARY ESTIMATES  
FOR CITY COUNCIL FEBRUARY 25, 2014**

**PRELIMINARY ESTIMATE** of the cost of Lateral 11, Main 16, Four Mile Creek Sewer to serve Glen Meadows Addition (District II) (468-84633/744360/480-052) – Total Estimated Cost \$149,640.

To the City Council  
Wichita, Kansas

Date of CC 02/25/2014  
(OCA/PROJ) 744360/468-84633  
(PPN) 480-052

**THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS**

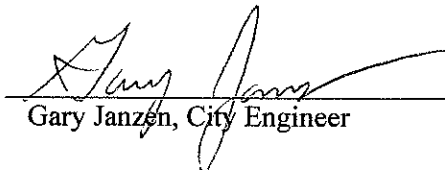
**PRELIMINARY ESTIMATE** of the cost of Lateral 11, Main 16, Four Mile Creek Sewer to serve Glen Meadows Addition (District II).

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost \$149,640

CITY OF WICHITA  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
\_\_\_\_\_  
Gary Janzen, City Engineer

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk

**PRELIMINARY ESTIMATE** of the cost of Lateral 11, Main 16, Four Mile Creek Sewer to serve Glen Meadows Addition (District II) (468-84633/744360/480-052) – Total Estimated Cost \$149,640.

Page \_\_\_\_\_ Exhibit \_\_\_\_\_

THE CITY OF WICHITA  
Department of Public Works

Wichita, Kansas

**NOT TO BE ADVERTISED  
PRELIMINARY ESTIMATES  
FOR CITY COUNCIL FEBRUARY 25, 2014**

**PRELIMINARY ESTIMATE** of the cost of Storm Water Drain No. 359 to serve Glen Meadows Addition (District II) (468-84634/751522/485-413) – Total Estimated Cost \$447,580.

To the City Council  
Wichita, Kansas

Date of CC 02/25/2014  
(OCA/PROJ) 751522/468-84634  
(PPN) 485-413

**THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS**

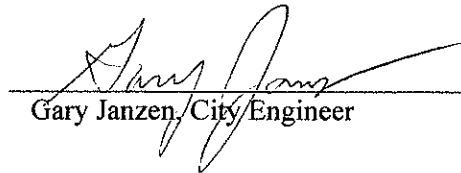
**PRELIMINARY ESTIMATE** of the cost of Storm Water Drain No. 359 to serve Glen Meadows Addition (District II).

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost \$447,580

CITY OF WICHITA  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
\_\_\_\_\_  
Gary Janzen, City Engineer

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk

**PRELIMINARY ESTIMATE** of the cost of Storm Water Drain No. 359 to serve Glen Meadows Addition (District II) (468-84634/751522/485-413) – Total Estimated Cost \$447,580.

Page \_\_\_\_\_ Exhibit \_\_\_\_\_

THE CITY OF WICHITA  
Department of Public Works

Wichita, Kansas

**NOT TO BE ADVERTISED  
PRELIMINARY ESTIMATES  
FOR CITY COUNCIL FEBRUARY 25, 2014**

**PRELIMINARY ESTIMATE** of the cost of Water Distribution System No. 90450 to serve Glen Meadows Addition (District II) (448-90450/735498/470-171) – Total Estimated Cost \$55,200.

To the City Council  
Wichita, Kansas

Date of CC 02/25/2014  
(OCA/PROJ) 735498/448-90450  
(PPN) 470-171

**THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS**

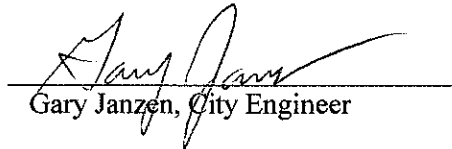
**PRELIMINARY ESTIMATE** of the cost of Water Distribution System No. 90450 to serve Glen Meadows Addition (District II).

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost \$55,200

CITY OF WICHITA  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
\_\_\_\_\_  
Gary Janzen, City Engineer

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk

**PRELIMINARY ESTIMATE** of the cost of Water Distribution System No. 90450 to serve Glen Meadows Addition (District II) (448-90450/735498/470-171) – Total Estimated Cost \$55,200.

Page \_\_\_\_\_

Exhibit \_\_\_\_\_

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Mayor and City Council

**SUBJECT:** Improvements to an Area South of 47<sup>th</sup> Street South, West of Hydraulic (District III)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the revised petitions and amending resolutions.

**Background:** On May 15, 2012, and April 23, 2013, the City Council approved petitions for paving, water, and sanitary sewer improvements to serve an area south of 47<sup>th</sup> Street South, west of Hydraulic. An attempt to award a construction contract within the budgets set by the existing petitions was unsuccessful. The developer has submitted new petitions with increased budgets. The signatures on the petitions represent 100% of the improvement district and the petitions are valid per Kansas Statute.

**Analysis:** The projects will provide paving, water, and sanitary sewer improvements required for a new commercial development located south of 47<sup>th</sup> Street South, west of Hydraulic. The development will soon be platted as the Southfork Commercial Addition.

**Financial Considerations:** The total of the existing petitions was \$2,840,000. The total of the revised petitions is \$3,110,000, with \$2,700,000 for paving, \$175,000 for water, and \$235,000 for sanitary sewer. The improvement district will also be assessed a water main benefit fee of \$57,081. The funding source for all three projects is special assessments.

**Legal Considerations:** The Law Department has reviewed and approved the revised petitions and amending resolutions as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the revised petitions, adopt the amending resolutions, and authorize the necessary signatures.

**Attachments:** Map, budget sheets, revised petitions, and amending resolutions.



# Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 14-

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-85050

COUNCIL DISTRICT: 03 Council District 3

DATE COUNCIL APPROVED: Feb 25, 2014

REQUEST DATE:

PROJECT #: 490297

PROJECT TITLE: Paving Improvements for Southfork Commercial Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Paving Improvements for Southfork Commercial Addition

OCA #: 766279

OCA TITLE: Paving Improvements for Southfork Commercial Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☐ NEW BUDGET

☒ REVISED BUDGET

## Revenue Object Level 3

	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	\$2,500,000.00	\$200,000.00	\$2,700,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$2,500,000.00	\$200,000.00	\$2,700,000.00

## Expense Object Level 3

2999 Contractuals	\$2,500,000.00	\$200,000.00	\$2,700,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	<b>\$2,500,000.00</b>	<b>\$200,000.00</b>	<b>\$2,700,000.00</b>

### NOTES:

In Performance as  
Washington S 47th  
W Hydraulic.

## SIGNATURES REQUIRED

Print Form

DIVISION HEAD: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_

DATE: \_\_\_\_\_

BUDGET OFFICER: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_

# Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 14-

ENGINEERING REFERENCE #: 448-90558

FUND: 470 Water Improvements N.I.

COUNCIL DISTRICT: 03 Council District 3

DATE COUNCIL APPROVED: Feb 25, 2014

REQUEST DATE:

PROJECT #: 470148

PROJECT TITLE: WDS 90558 for Southfork Commercial Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: WDS 90558 for Southfork Commercial Addition

OCA #: 735475

OCA TITLE: WDS 90558 for Southfork Commercial Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☐ NEW BUDGET

☒ REVISED BUDGET

## Revenue Object Level 3

	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	\$155,000.00	\$20,000.00	\$175,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$155,000.00	\$20,000.00	\$175,000.00

## Expense Object Level 3

2999 Contractuals	\$155,000.00	\$20,000.00	\$175,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$155,000.00	\$20,000.00	\$175,000.00

### NOTES:

In Performance as  
WDS S 47th W  
Hydraulic.

## SIGNATURES REQUIRED

Print Form

DIVISION HEAD: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_

DATE: \_\_\_\_\_

BUDGET OFFICER: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_

# Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 14-

FUND: 480 Sewer Improvements N.I.

SUBFUND: 480 Sanitary Sewers N.I.

ENGINEERING REFERENCE #: 468-84825

COUNCIL DISTRICT: 03 Council District 3

DATE COUNCIL APPROVED: Feb 25, 2014

REQUEST DATE: \_\_\_\_\_

PROJECT #: 480026

PROJECT TITLE: Lat 37, M 2, SWI for Southfork Commercial Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Lat 37, M 2, SWI for Southfork Commercial Addition

OCA #: 744334

OCA TITLE: Lat 37, M 2, SWI for Southfork Commercial Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☐ NEW BUDGET

☒ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	\$185,000.00	\$50,000.00	\$235,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$185,000.00	\$50,000.00	\$235,000.00

## Expense Object Level 3

2999 Contractuals	\$185,000.00	\$50,000.00	\$235,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$185,000.00	\$50,000.00	\$235,000.00

NOTES:

## SIGNATURES REQUIRED

Print Form

DIVISION HEAD: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_

DATE: \_\_\_\_\_

BUDGET OFFICER: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_

\$

RECEIVED

JAN 31 '14

CITY CLERK OFFICE

**WATER MAIN PETITION**

448-90558  
Revised

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

**TRACT "A"**

(See Exhibit A attached hereto)

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq. as amended, as follows:

- (a) That there be constructed a water main, valves, fire hydrants, and appurtenances generally on Washington Street from the south line of 47<sup>th</sup> Street South to a cul-de-sac, ending at a point approximately 1200' south of the south line of 47<sup>th</sup> Street. That said improvements be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$175,000), exclusive of the cost of interest on borrowed money, with 100% percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after February 1, 2014.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main benefit fee, such benefit fee to be in the amount of FIFTY SEVEN THOUSAND EIGHTY ONE DOLLARS (\$57,081).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or

construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

Un-platted Tract "A" shall pay 1,000/1,000 of the total cost of the improvements.

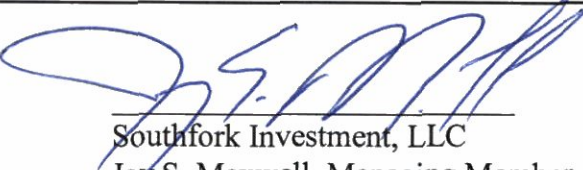
Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Uplatted Tract "A"	 Southfork Investment, LLC Jay S. Maxwell, Managing Member	<u>1-31-14</u>

## **Exhibit A**

### **TRACT "A"**


A Tract of land in the North Half of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence along an assumed bearing of N89° 31' 13"E on the North line of said Northwest Quarter for 2295.74 feet to a point, thence S0° 28' 47"E for 155.50 feet to the point of beginning on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence S19°28'47"E a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Deed recorded in Deed Book 1351 at page 253, thence S 6°26'53"E a distance of 129.68 feet, thence S19°28'47"E a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in condemnation case A-55279, thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W a distance of 579.10 feet to a point on the South line of the Northeast Quarter of Section 21, Township 28 South, Range 1 East, thence S88°50'51"W along the South line of said Northeast Quarter a distance of 176.00 feet to the Southwest corner of said Northeast Quarter, thence S88°50'53"W along the South line of the Northwest Quarter of Section 21, Township 28 South, Range 1 East a distance of 792.71 feet to a point on the East line of the Riverside Drainage District easement as recorded in Deed Book 432 at page 162, thence N2°01'29"E along said Riverside Drainage District easement a distance of 263.56 feet to a point of curvature, thence continuing along the Riverside Drainage District easement along a curve to the left, having a radius of 2084.33 feet a delta angle of 10°01'53", for an arc distance of 364.93 feet to a point of tangency, thence continuing along said Riverside Drainage District easement N8°00'24"W a distance of 699.38 feet to a point, thence continuing along said Riverside Drainage District easement N6°12'07"W a distance of 1154.42 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence along said Kansas Department of Transportation right-of-way line bearing N89°31'13"E a distance of 653.73 feet to the point of beginning.

Said tract contains 50.389 acres, more or less, to be platted as Southfork Commercial Addition.

## AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.



\_\_\_\_\_  
Name

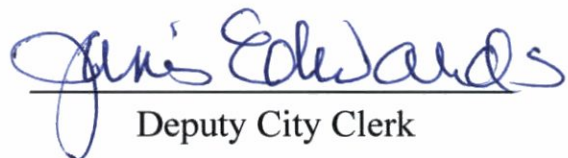
Poe & Associates, Inc.  
5940 E. Central; Suite 200  
Wichita, KS 67208

\_\_\_\_\_  
Address

(316) 685-4114

\_\_\_\_\_  
Telephone Number

Sworn to and subscribed before me 31 day of January, 2014.

  
Deputy City Clerk

\$

RECEIVED

JAN 31 '14

CITY CLERK OFFICE

PAVING PETITION

472-85050

Revised

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

**TRACT "A"**

(See Exhibit A attached hereto)

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq. as amended, as follows:

- (a) That there be constructed pavement and associated improvements on Washington Street from the south line of 47<sup>th</sup> Street South to a Cul-de-sac, ending at a point approximately 1200' south of the south line of 47<sup>th</sup> Street South. That said pavement and associated improvements including, among other things, earthwork, signage, drainage, fencing, retaining wall and Southern Star gas pipeline relocation (by rerouting of approximately 1000 lineal feet of 20"x0.375" WT Pipe including a double stopple using existing line as the bypass and removal of existing line) between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$2,700,000), exclusive of the cost of interest on borrowed money, with 100% percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after February 1, 2014.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to

redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

Un-platted Tract "A" shall pay 1,000/1,000 of the total cost of the improvements.

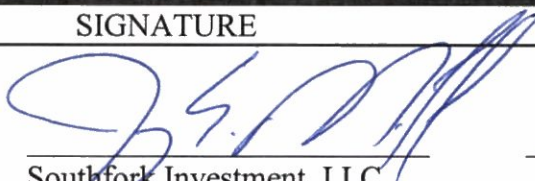
Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Unplatted Tract "A"	 Southfork Investment, LLC Jay S. Maxwell, Managing Member	<u>1-31-14</u>

## **Exhibit A**

### **TRACT "A"**

A Tract of land in the North Half of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence along an assumed bearing of N89° 31' 13"E on the North line of said Northwest Quarter for 2295.74 feet to a point, thence S0° 28' 47"E for 155.50 feet to the point of beginning on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence S19°28'47"E a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Deed recorded in Deed Book 1351 at page 253, thence S 6°26'53"E a distance of 129.68 feet, thence S19°28'47"E a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in condemnation case A-55279, thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W a distance of 579.10 feet to a point on the South line of the Northeast Quarter of Section 21, Township 28 South, Range 1 East, thence S88°50'51"W along the South line of said Northeast Quarter a distance of 176.00 feet to the Southwest corner of said Northeast Quarter, thence S88°50'53"W along the South line of the Northwest Quarter of Section 21, Township 28 South, Range 1 East a distance of 792.71 feet to a point on the East line of the Riverside Drainage District easement as recorded in Deed Book 432 at page 162, thence N2°01'29"E along said Riverside Drainage District easement a distance of 263.56 feet to a point of curvature, thence continuing along the Riverside Drainage District easement along a curve to the left, having a radius of 2084.33 feet a delta angle of 10°01'53", for an arc distance of 364.93 feet to a point of tangency, thence continuing along said Riverside Drainage District easement N8°00'24"W a distance of 699.38 feet to a point, thence continuing along said Riverside Drainage District easement N6°12'07"W a distance of 1154.42 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence along said Kansas Department of Transportation right-of-way line bearing N89°31'13"E a distance of 653.73 feet to the point of beginning.

Said tract contains 50.389 acres, more or less, to be platted as Southfork Commercial Addition.

## AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.



\_\_\_\_\_  
Name

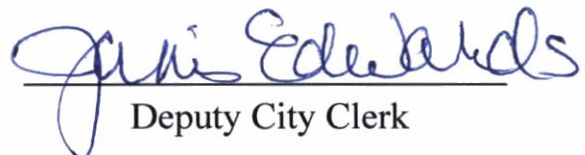
Poe & Associates, Inc.  
5940 E. Central; Suite 200  
Wichita, KS 67208

\_\_\_\_\_  
Address

(316) 685-4114

\_\_\_\_\_  
Telephone Number

Sworn to and subscribed before me 31 day of January, 2014.



\_\_\_\_\_  
Deputy City Clerk

\$

RECEIVED

JAN 31 '14

CITY CLERK OFFICE

**SANITARY SEWER PETITION**

Lat. 37, Main 2, SWI

468-84825

Revised

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

**Tract "A"**

(See Exhibit A attached hereto)

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$235,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after February 1, 2014.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

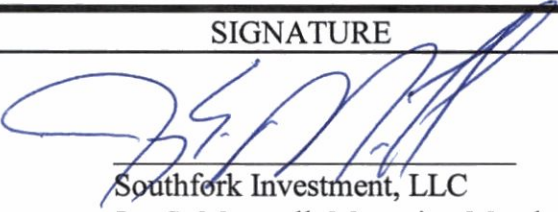
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

Un-platted Tract "A" shall pay 1,000/1,000 of the total cost of the improvements.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
  - (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Un-platted Tract "A"	 _____ Southfork Investment, LLC Jay S. Maxwell, Managing Member	<u>1-31-14</u>

## **Exhibit A**

### **TRACT "A"**

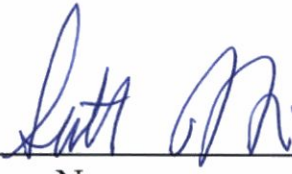
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Commencing at the Northwest Corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence along an assumed bearing of N89° 31' 13"E on the North line of said Northwest Quarter for 2295.74 feet to a point, thence S0° 28' 47"E for 155.50 feet to the point of beginning on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence S19°28'47"E a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Deed recorded in Deed Book 1351 at page 253, thence S 6°26'53"E a distance of 129.68 feet, thence S19°28'47"E a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in condemnation case A-55279, thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W a distance of 579.10 feet to a point on the South line of the Northeast Quarter of Section 21, Township 28 South, Range 1 East, thence S88°50'51"W along the South line of said Northeast Quarter a distance of 176.00 feet to the Southwest corner of said Northeast Quarter, thence S88°50'53"W along the South line of the Northwest Quarter of Section 21, Township 28 South, Range 1 East a distance of 792.71 feet to a point on the East line of the Riverside Drainage District easement as recorded in Deed Book 432 at page 162, thence N2°01'29"E along said Riverside Drainage District easement a distance of 263.56 feet to a point of curvature, thence continuing along the Riverside Drainage District easement along a curve to the left, having a radius of 2084.33 feet a delta angle of 10°01'53", for an arc distance of 364.93 feet to a point of tangency, thence continuing along said Riverside Drainage District easement N8°00'24"W a distance of 699.38 feet to a point, thence continuing along said Riverside Drainage District easement N6°12'07"W a distance of 1154.42 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence along said Kansas Department of Transportation right-of-way line bearing N89°31'13"E a distance of 653.73 feet to the point of beginning.

Said tract contains 50.389 acres, more or less, to be platted as Southfork Commercial Addition.

## AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

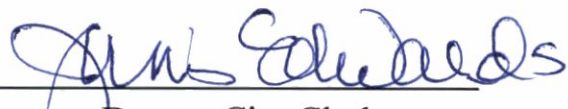
  
\_\_\_\_\_  
Name

Poe & Associates, Inc.  
5940 E. Central; Suite 200  
Wichita, KS 67208  
\_\_\_\_\_  
Address

(316) 685-4114  
\_\_\_\_\_  
Telephone Number

Sworn to and subscribed before me 21 day of January, 2014.



  
\_\_\_\_\_  
Deputy City Clerk

First Published in the Wichita Eagle on February 28, 2014

**RESOLUTION NO. 14-053**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE CONSTRUCTION OF A **WATER DISTRIBUTION SYSTEM NUMBER 448-90558 (SOUTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90558 (SOUTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 12-116** adopted on **May 15, 2012** and Resolution **No. 13-068** adopted on **April 23, 2013** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90558 (south of 47th St. South, west of Hydraulic)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Seventy-Five Thousand Dollars (\$175,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2014**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main benefit fee, such benefit fee to be in the amount of Fifty-Seven Thousand Eighty-One Dollars (\$57,081).

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**UNPLATTED TRACT "A"**

A Tract of land in the North Half of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence along an assumed bearing of N89° 31' 13"E on the North line of said Northwest Quarter for 2295.74 feet to a point, thence S0° 28' 47"E for 155.50 feet to the point of beginning on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence S19°28'47"E a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Deed recorded in Deed Book 1351 at page 253, thence S 6°26'53"E a distance of 129.68 feet, thence S19°28'47"E a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in condemnation case A-55279, thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W a distance of 579.10 feet to a point on the South line of the Northeast Quarter of Section 21, Township 28 South, Range 1 East, thence S88°50'51"W along the South line of said Northeast Quarter a distance of 176.00 feet to the Southwest corner of said Northeast Quarter, thence S88°50'53"W along the South line of the Northwest Quarter of Section 21, Township 28 South, Range 1 East a distance of 792.71 feet to a point on the East line of the Riverside Drainage District easement as recorded in Deed Book 432 at page 162, thence N2°01'29"E along said Riverside Drainage District easement a distance of 263.56 feet to a point of curvature, thence continuing along the Riverside Drainage District easement along a curve to the left, having a radius of 2084.33 feet a delta angle of 10°01'53", for an arc distance of 364.93 feet to a point of tangency, thence continuing along said Riverside Drainage District easement N8°00'24"W a distance of 699.38 feet to a point, thence continuing along said Riverside Drainage District easement N6°12'07"W a distance of 1154.42 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence along said Kansas Department of Transportation right-of-way line bearing N89°31'13"E a distance of 653.73 feet to the point of beginning.

Said tract contains 50.389 acres, more or less, to be platted as Southfork Commercial Addition.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: UNPLATTED TRACT "A" shall pay 1,000/1,000 of the total cost of the improvements.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 25<sup>th</sup> day of February, 2014.

---

CARL BREWER, MAYOR

ATTEST:

---

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

---

GARY E. REBENSTORF,  
DIRECTOR OF LAW

First Published in the Wichita Eagle on February 28, 2014

**RESOLUTION NO. 14-054**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT AND ASSOCIATED IMPROVEMENTS ON WASHINGTON STREET FROM THE SOUTH LINE OF 47TH STREET SOUTH TO A CUL-DE-SAC, ENDING AT A POINT APPROXIMATELY 1200' SOUTH OF THE SOUTH LINE OF 47TH STREET SOUTH. THAT SAID PAVEMENT AND ASSOCIATED IMPROVEMENTS INCLUDING, AMONG OTHER THINGS, EARTHWORK, SIGNAGE, DRAINAGE, FENCING, RETAINING WALL AND SOUTHERN STAR GAS PIPELINE RELOCATION (BY REROUTING OF APPROXIMATELY 1000 LINEAL FEET OF 20"X0.375" WT PIPE INCLUDING A DOUBLE STOPPLE USING EXISTING LINE AS THE BYPASS AND REMOVAL OF EXISTING LINE) (SOUTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC), 472-85050 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON WASHINGTON STREET FROM THE SOUTH LINE OF 47TH STREET SOUTH TO A CUL-DE-SAC, ENDING AT A POINT APPROXIMATELY 1200' SOUTH OF THE SOUTH LINE OF 47TH STREET SOUTH. THAT SAID PAVEMENT AND ASSOCIATED IMPROVEMENTS INCLUDING, AMONG OTHER THINGS, EARTHWORK, SIGNAGE, DRAINAGE, FENCING, RETAINING WALL AND SOUTHERN STAR GAS PIPELINE RELOCATION (BY REROUTING OF APPROXIMATELY 1000 LINEAL FEET OF 20"X0.375" WT PIPE INCLUDING A DOUBLE STOPPLE USING EXISTING LINE AS THE BYPASS AND REMOVAL OF EXISTING LINE) (SOUTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC), 472-85050 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 12-114 adopted on May 15, 2012 and Resolution No. 13-065 adopted on April 23, 2013 are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to pave **Washington Street** from the south line of 47th Street South to a cul-de-sac, ending at a point approximately 1200' south of the south line of 47th Street South. that said pavement and associated improvements including, among other things, earthwork, signage, drainage, fencing, retaining wall and Southern Star gas pipeline relocation (by rerouting of approximately 1000 lineal feet of 20"x0.375" WT pipe including a double stopple using existing line as the bypass and removal of existing line) (south of 47th St. South, west of Hydraulic), 472-85050.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Two Million Seven Hundred Thousand Dollars (\$2,700,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2014**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**UNPLATTED TRACT "A"**

A Tract of land in the North Half of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence along an assumed bearing of N89° 31' 13"E on the North line of said Northwest Quarter for 2295.74 feet to a point, thence S0° 28' 47"E for 155.50 feet to the point of beginning on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence S19°28'47"E a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Deed recorded in Deed Book 1351 at page 253, thence S 6°26'53"E a distance of 129.68 feet, thence S19°28'47"E a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in condemnation case A-55279, thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W a distance of 579.10 feet to a point on the South line of the Northeast Quarter of Section 21, Township 28 South, Range 1 East, thence S88°50'51"W along the South line of said Northeast Quarter a distance of 176.00 feet to the Southwest corner of said Northeast Quarter, thence S88°50'53"W along the South line of the Northwest Quarter of Section 21, Township 28 South, Range 1 East a distance of 792.71 feet to a point on the East line of the Riverside Drainage District easement as recorded in Deed Book 432 at page 162, thence N2°01'29"E along said Riverside Drainage District easement a distance of 263.56 feet to a point of curvature, thence continuing along the Riverside Drainage District easement along a curve to the left, having a radius of 2084.33 feet a delta angle of 10°01'53", for an arc distance of 364.93 feet to a point of tangency, thence continuing along said Riverside Drainage District easement N8°00'24"W a distance of 699.38 feet to a point, thence continuing along said Riverside Drainage District easement N6°12'07"W a distance of 1154.42 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence along said Kansas Department of Transportation right-of-way line bearing N89°31'13"E a distance of 653.73 feet to the point of beginning.

Said tract contains 50.389 acres, more or less, to be platted as Southfork Commercial Addition.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: UNPLATTED TRACT "A" shall pay 1,000/1,000 of the total cost of the improvements.

Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 25th day of

February, 2014.

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CARL BREWER, MAYOR

ATTEST:

---

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

---

GARY E. REBENSTORF  
DIRECTOR OF LAW

First Published in the Wichita Eagle on February 28, 2014

**RESOLUTION NO. 14-055**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 37, MAIN 2, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC) 468-84825** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 37, MAIN 2, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC) 468-84825** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 12-115** adopted on **May 15, 2012** and Resolution **No. 13-066** adopted on **April 23, 2013** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 37, Main 2, Southwest Interceptor Sewer (south of 47th St. South, west of Hydraulic) 468-84825**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Two Hundred Thirty-Five Thousand Dollars (\$235,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2014**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**UNPLATTED TRACT "A"**

A Tract of land in the North Half of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence along an assumed bearing of N89° 31' 13"E on the North line of said Northwest Quarter for 2295.74 feet to a point, thence S0° 28' 47"E for 155.50 feet to the point of beginning on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence S19°28'47"E a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Deed recorded in Deed Book 1351 at page 253, thence S 6°26'53"E a distance of 129.68 feet, thence S19°28'47"E a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in condemnation case A-55279, thence along said Kansas Turnpike Authority right-of-way line S8°42'58"W a distance of 579.10 feet to a point on the South line of the Northeast Quarter of Section 21, Township 28 South, Range 1 East, thence S88°50'51"W along the South line of said Northeast Quarter a distance of 176.00 feet to the Southwest corner of said Northeast Quarter, thence S88°50'53"W along the South line of the Northwest Quarter of Section 21, Township 28 South, Range 1 East a distance of 792.71 feet to a point on the East line of the Riverside Drainage District easement as recorded in Deed Book 432 at page 162, thence N2°01'29"E along said Riverside Drainage District easement a distance of 263.56 feet to a point of curvature, thence continuing along the Riverside Drainage District easement along a curve to the left, having a radius of 2084.33 feet a delta angle of 10°01'53", for an arc distance of 364.93 feet to a point of tangency, thence continuing along said Riverside Drainage District easement N8°00'24"W a distance of 699.38 feet to a point, thence continuing along said Riverside Drainage District easement N6°12'07"W a distance of 1154.42 feet to a point on the Kansas Department of Transportation right-of-way line as described in the Quit Claim Deed recorded as DOC.#/FLM-PG: 29162038, thence along said Kansas Department of Transportation right-of-way line bearing N89°31'13"E a distance of 653.73 feet to the point of beginning.

Said tract contains 50.389 acres, more or less, to be platted as Southfork Commercial Addition.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: UNPLATTED TRACT "A" shall pay 1,000/1,000 of the total cost of the improvements.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis or by the provisions of a valid re-spread agreement submitted at the time of division.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 25th day of February, 2014.

---

CARL BREWER, MAYOR

ATTEST:

---

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

---

GARY E. REBENSTORF  
DIRECTOR OF LAW

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Mayor and City Council

**SUBJECT:** Petition for Improvements to Remington Place Addition (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the petition and adopt the resolution.

**Background:** The signature on the petition represents 100% of the improvement district. The petition is valid per Kansas Statute.

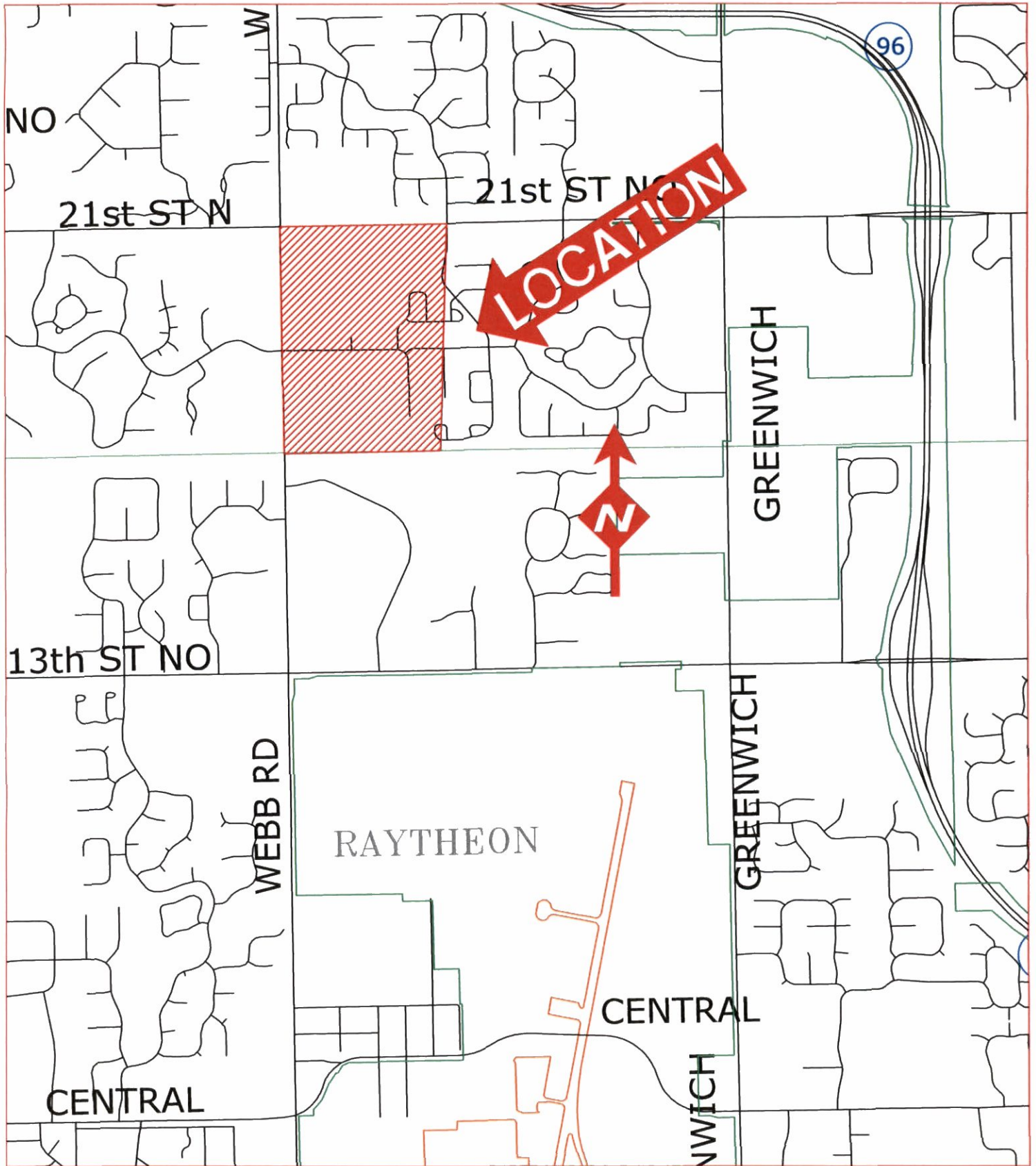
**Analysis:** The project will provide storm water sewer improvements required for a new commercial development located south of 21<sup>st</sup> Street North, east of Webb Road.

**Financial Considerations:** The petition total is \$63,400 and the funding source is special assessments.

**Legal Considerations:** The petition and resolution have been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the petition, adopt the resolution, and authorize the necessary signatures.

**Attachments:** Map, budget sheet, petition, and resolution.



# Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 480 Sewer Improvements N.I.

SUBFUND: 485 Storm Drainage N.I.

ENGINEERING REFERENCE #: 468-84933

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: Feb 25, 2014

REQUEST DATE:

PROJECT #:

PROJECT TITLE: SWS 676 for Remington Place Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: SWS 676 for Remington Place Addition

OCA #:

OCA TITLE: SWS 676 for Remington Place Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET

☐ REVISED BUDGET

## REVENUE

Object Level 3	Budget
9730 S.A. Bonds	\$63,400.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$63,400.00

## EXPENSE

Object Level 3	Budget
2999 Contractuals	\$63,400.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$63,400.00

NOTES: Hold for LOC

## SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

8

**DRAINAGE PETITION**

To the Mayor and City Council  
Wichita, Kansas

SWS # 676

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

**REMINGTON PLACE ADDITION**

468 - 84933

Lot 1, Block 1

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed drainage improvements to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Sixty Three Thousand Four Hundred Dollars (\$ 63,400), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after February 1, 2014.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

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Remington Place Addition

Page 2

LEGAL DESCRIPTION	SIGNATURE	DATE
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Remington Place Addition

Lot 1, Block 1,

21 WEBB LLC

By:

Date:

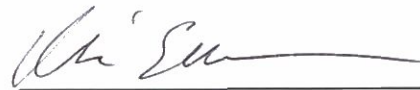
  
 Gary Oborny, Managing Member

1/22/2014

RECEIVED  
JAN 23 '14  
CITY CLERK OFFICE

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

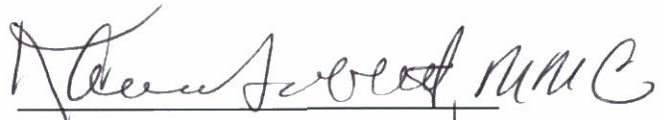


Kirk Miller

K.E. Miller Engineering, P.A.  
117 E. Lewis  
Wichita, Ks 67202  
Address

(316) 264-0242  
Telephone Number

Sworn to and subscribed before me 23 day of January, 2014.



Karen Sublett, City Clerk

**Remington Place Addition, Lot 1, Block 1**  
**Drainage Cost Estimate**  
**1/17/2014**

Storm Sewer

Item	Quantity	Unit	Unit Price	Cost
24" RCP	185	LF	\$ 75.00	\$ 13,875.00
18" RCP	210	LF	\$ 55.00	\$ 11,550.00
Inlet	4	Each	\$ 4,000.00	\$ 16,000.00
24" End Section	1	Each	\$ 2,500.00	\$ 2,500.00
Rip Rap	10	SY	\$ 100.00	\$ 1,000.00
10" Stub	2	Each	\$ 1,000.00	\$ 2,000.00

**Sanitary Sewer Subtotal: \$ 46,925.00**

Engineering, Inspection,  
Contingency, etc. \$16,423.75

**Project Total \$63,348.75**

First Published in the Wichita Eagle on February 28, 2014

**RESOLUTION NO. 14-056**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 676 (SOUTH OF 21ST ST. NORTH, EAST OF WEBB) 468-84933** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 676 (SOUTH OF 21ST ST. NORTH, EAST OF WEBB) 468-84933** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Sewer No. 676 (south of 21st St. North, east of Webb) 468-84933**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Sixty-Three Thousand Four Hundred Dollars (\$63,400)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**REMINGTON PLACE ADDITION**

Lot 1, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 25th day of February, 2014.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

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GARY E. REBENSTORF  
DIRECTOR OF LAW

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Mayor and City Council

**SUBJECT:** Sanitary Sewer Improvements for U-Needa Self Storage Addition (District VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the revised petition and adopt the amending resolution.

**Background:** On April 2, 2013, the City Council approved a petition for sanitary sewer improvements to serve the U-Needa Self Storage Addition. An attempt to award a construction contract within the budget set by the petition was unsuccessful. The developer has submitted a revised petition with an increased budget. The petition has been signed by one owner, representing 100% of the improvement district, and is valid per Kansas Statute.

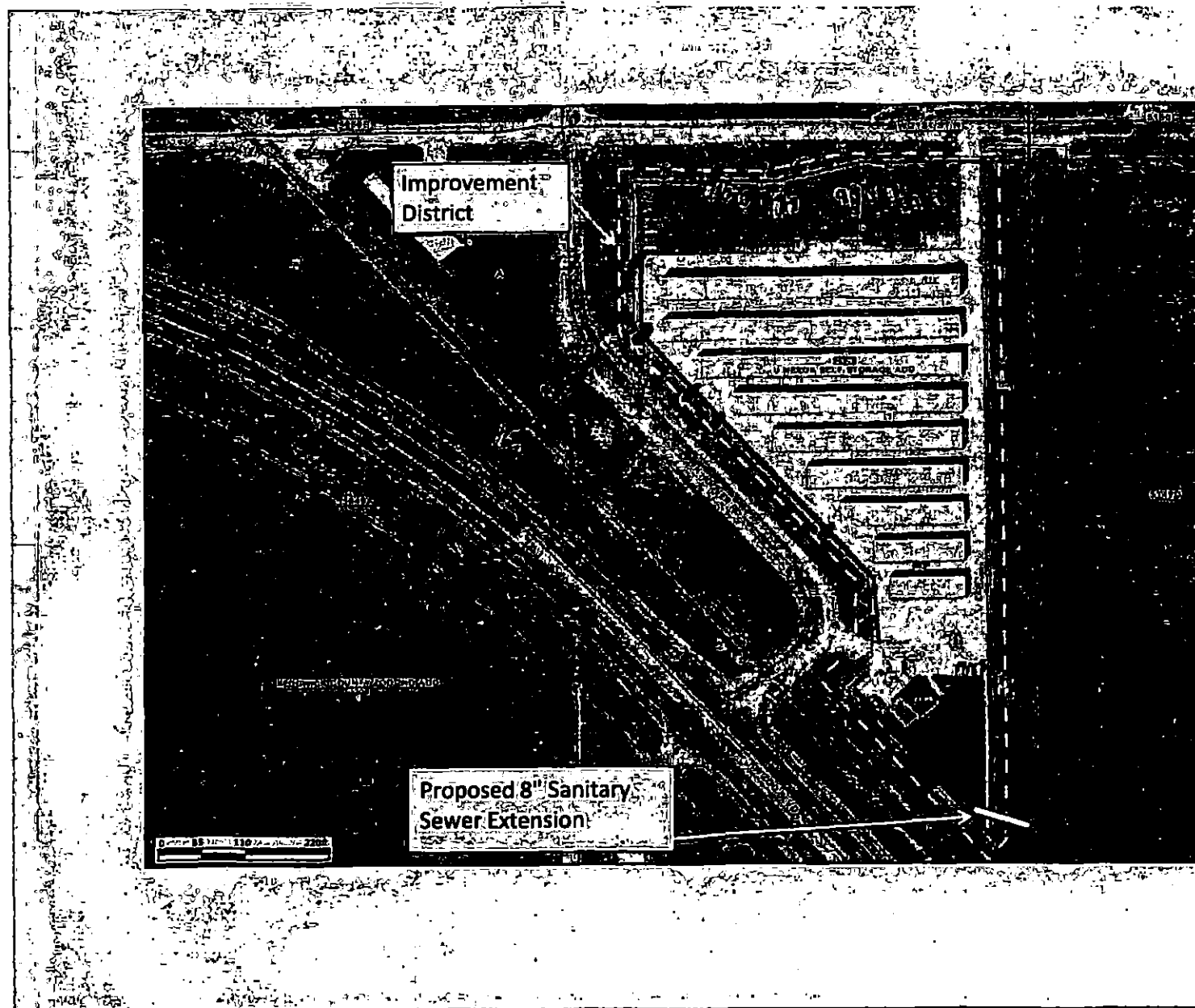
**Analysis:** The project will provide sanitary sewer improvements for a developed commercial property, located south of 21st Street North, east of Hoover.

**Financial Considerations:** The original petition total was \$30,000. The revised petition total is \$43,000. The funding source is special assessments.

**Legal Considerations:** The revised petition and amending resolution have been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the revised petition, adopt the amending resolution, and authorize the necessary signatures.

**Attachments:** Map, revised petition, budget sheet, and amending resolution.



# Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 14-

FUND: 480 Sewer Improvements N.I.

SUBFUND: 480 Sanitary Sewers N.I.

ENGINEERING REFERENCE #: 468-84873

COUNCIL DISTRICT: 06 Council District 6

DATE COUNCIL APPROVED: Feb 11, 2014

REQUEST DATE:

PROJECT #: 480038

PROJECT TITLE: Lat 6, M 20, SWI Sewer for U-Needa Self Storage Addition.

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Lat 6, M 20, SWI Sewer for U-Needa Self Storage Addition

OCA #: 744346

OCA TITLE: Lat 6, M 20, SWI Sewer for U-Needa Self Storage Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Tim Davidson

PHONE #: 268-4455

☐ NEW BUDGET

☒ REVISED BUDGET

## Revenue Object Level 3

	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	\$30,000.00	\$13,000.00	\$43,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$30,000.00	\$13,000.00	\$43,000.00

## Expense Object Level 3

2999 Contractuals	\$30,000.00	\$13,000.00	\$43,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$30,000.00	\$13,000.00	\$43,000.00

NOTES:

## SIGNATURES REQUIRED

Print Form

DIVISION HEAD: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_

DATE: \_\_\_\_\_

BUDGET OFFICER: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_

RECEIVED

JAN 10 '14

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council  
Wichita, Kansas

L6, M20, SWI  
468-84873

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

U-NEEDA SELF STORAGE ADD.

Lot 1, Block 1

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being **Forty Three Thousand Dollars (\$43,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. The actual assessed cost shall not exceed the estimated assessed cost by more than 10%, exclusive of the cost of interest on borrowed money. If, at the time the City Engineer bids or is ready to bid the project for construction it appears that the final cost will exceed this amount, this project will be abandoned and rescinded by the City Council. In order to re-establish the project, a new petition with an increased budget must be circulated and submitted.

This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **December 12, 2013**.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property

described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Square Foot** basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b>U-NEEDA SELF STORAGE ADD</b>		
Lot 1, Block 1	BRZ INVESTMENTS INC <i>R.D. Wood</i>	1/3/14

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

TIM DAVIDSON

Name

1525 N ATHENIAN AVE

Address

913-742-0771

Telephone Number

Sworn to and subscribed before me this 10 day of January, 2014.



Ann Edwards  
Deputy City Clerk

First Published in the Wichita Eagle on February 28, 2014

**RESOLUTION NO. 14-057**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 6, MAIN 20, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF 21ST ST. NORTH, EAST OF HOOVER) 468-84873** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 6, MAIN 20, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF 21ST ST. NORTH, EAST OF HOOVER) 468-84873** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 13-054** adopted on **April 2, 2013** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 6, Main 20, Southwest Interceptor Sewer (south of 21st St. North, east of Hoover) 468-84873**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Forty Three Thousand Dollars (\$43,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 12, 2013**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**U-NEEDA SELF STORAGE ADDITION**

Lot 1, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 25th day of February, 2014.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

---

GARY E. REBENSTORF  
DIRECTOR OF LAW

### **DEEDS AND EASEMENTS – FEBRUARY 25, 2014**

- a. Storm Water Drainage and Detention Basin Improvements Easement dated January 29, 2014 from Slawson Commerical Properties, LLC for a pond lying within Reserve B and C, Glen Meadows 2<sup>nd</sup> Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751522) No cost to City.
  
- b. Hold Harmless Agreement between City of Wichita and Beech Lake Investment, LLC, a Kansas limited liability company dated January 31, 2014 for a location in Lot 1, Block 1, Foliage Center , an Addition to Wichita, Sedgwick County, Kansas AND ALSO in Lot 1, Block 1, Foliage Center Second Addition, an Addition to Wichita, Sedgwick County, Kansas (OCA 607853) No Cost to City

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Mayor and City Council

**SUBJECT:** Special Waste Disposal Contractual Services (District III)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the contract and funding with Waste Connections

**Background:** The City received proposals from two solid waste landfills to dispose of waste (grit) that is removed from treatment processes at the Sewage Treatment Operations to prevent damage to pumps and conveyance systems in the treatment process. City staff evaluated the submittals and interviewed both companies.

**Analysis:** Based on the evaluation, interview, and proposed cost for services, staff has determined that Waste Connections best meets the City's needs for special waste disposal needs.

**Financial Considerations:** Funding is available for waste disposal in the approved Budget.

**Legal Considerations:** The contract has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the contract with Waste Connections and authorize the necessary signatures.

**Attachments:** Contract.

**CONTRACT**  
**for**  
**Special Wastes Disposal**  
**Sewage Treatment Division**  
**BLANKET PURCHASE ORDER NUMBER BP**

**THIS CONTRACT** entered into this \_\_\_\_ day of February, 2014 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and Waste Connections, hereafter Contractor.

**WITNESSETH:**

- **WHEREAS**, the **CITY** owns and operates a wastewater treatment plant at 2305 E 57<sup>th</sup> Street S.

**WHEREAS**, the **CONTRACTOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those services and/or commodities specified in its response to proposal which is incorporated herein by this reference the same as if it were fully set forth. The proposal, including all specifications, provided by the City of Wichita as part of the proposal shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **VENDOR** the following **unit price** for **Special Waste Disposal Facility & Hauling**, for Formal Proposal – FP340050 [Commodity Code Number 98846], for the Water Utilities Department, Sewage Treatment Division as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of June 21, 2013, and as approved by the City Council on February 11, 2014.

**Description**

**Contract Not to Exceed in the amount of \$30.00 per ton for the first year and \$31.00 per ton for the second year of the contract.**

Billing Terms – Net Thirty (30) Days

3. **Term.** The term of this contract shall be from **March 1, 2014 through February 28, 2015**, with options to renew the contract under the same terms and conditions an additional one (1) or two (2) successive one-year periods by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. **Indemnification and Insurance.**

a. Each Party shall save and hold the other harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by the errors, omissions or negligent acts of itself, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
---------------------	-------------------------

The Insurance Certificate must contain the following:

- A. Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.
- B. Cancellation – should any of the above policies be canceled before the expiration date thereof the issuing company will mail ten (10) days

written notice to certificate holder.

5. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **CONTRACTOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or **CONTRACTOR** represents the he or she is duly authorized by the contractor or **CONTRACTOR** to execute this contract, and that the contractor or **CONTRACTOR** has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**ATTEST:**

**CITY OF WICHITA, KANSAS**

\_\_\_\_\_  
Janis Edwards      Robert Layton  
Deputy City Clerk   City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law

**Waste Connections, Inc.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title (President or Corporate Officer)*

## **EXHIBIT A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 2 for 27<sup>th</sup> Street North in Greenwich Business Center (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendations:** Approve Change Order No. 2.

**Background:** On April 5, 2011, the City Council approved a project to construct pavement on 27<sup>th</sup> Street North to serve Greenwich Business Center Addition. A construction contract with Conspec, Inc. (Kansas Paving) was approved by the City Council on November 22, 2011, in the amount of \$420,803. Construction began in January 2012. Change Order No. 1, in the amount of \$1,600, was processed on February 14, 2012, to provide modification of a storm sewer box to match the existing storm sewer pipe.

**Analysis:** Construction was significantly completed in summer 2012. Since that time, a detention pond within the project area has eroded at several locations during multiple rain events. To prevent future erosion, it is proposed that ditches and berms be built along the west side of the pond to re-direct surface runoff into the pond at designated areas. Additionally, eroded areas would be re-graded and additional erosion control materials would be installed. No extension of the contract completion time is necessary. Change Order No. 2 has been prepared to authorize the additional work.

**Financial Considerations:** The cost of the additional work is \$24,438, which brings the contract total to \$446,841. This and the previous change order represent 6.18% of the original contract amount, which is within the 25% of contract cost limit set by City Council policy. Special assessment funding is available within the existing budget, which was approved by the City Council on April 5, 2011.

**Legal Considerations:** The Law Department has reviewed and approved Change Order No. 2 as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve Change Order No. 2 and authorize the necessary signatures.

**Attachments:** Change Order No. 2.



December 12, 2013

**PUBLIC WORKS-ENGINEERING****CHANGE ORDER****To: Conspec, Inc. d/b/a Kansas Paving****Project: 27th Street North to serve Greenwich  
Business Center****Change Order No.: 2****Project No.: 472-84981****Purchase Order No.: 130916****OCA No.: 766266****CHARGE TO OCA No.: 766266****PPN: 490284****Please perform the following extra work at a cost not to exceed \$24,438.00****Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.****Additional Work:** Construct drainage ditch, repair pond erosion, and add rip-rap.

**Reason for Additional Work:** Erosion along the detention pond has occurred at several locations after multiple storm events. This additional work is necessary due to unexpected flow patterns off adjacent properties. The effect could not be realized during design due to unique topography and changing hydraulics of the area with recent development. To prevent future erosion the contractor will construct ditches and berms along the west side of the pond to re-direct surface runoff into the pond at designated areas. The contractor will re-grade eroded areas, place additional rip-rap, and install heavy duty erosion mat along the new ditches and static line of the pond. Contractor will install rip-rap at the end of pavement on 27<sup>th</sup> Street to prevent erosion and protect the edge of pavement from washing out. All other construction work on the project is complete. No working days will be charged from completion of this work.

Price		Negotiated/Line #	KDOT #	Item Bid	Qty	Unit
		Extension				
#New	N/A	Mobilization	Negotiated	1 LS	\$1,500.00	\$1,500.00
#New	N/A	Additional Dirtwork, Ditch, Berm, & Washed Areas	Negotiated	1 LS	\$4,886.00	\$4,886.00
#New	N/A	Heavy Stone Rip-Rap	Negotiated	1 LS	\$2,886.00	\$2,886.00
#New	N/A	Light Stone Rip-Rap	Negotiated	1 LS	\$8,166.00	\$8,166.00
#New	N/A	Re-seed	Negotiated	1 LS	\$2,500.00	\$2,500.00
#New	N/A	Erosion Mat	Negotiated	1 LS	\$4,500.00	\$4,500.00
<b>Total =\$24,438.00</b>						

**CIP Budget Amount: \$788,000.00 (766266)****Consultant: MKEC****Total Exp. & Encum. To Date: \$550,824.33****CO Amount: \$ 24,438.00****Unencum. Bal. After CO: \$212,737.67****Original Contract Amt.: ..... \$420,802.50****Current CO Amt.: ..... \$24,438.00****Amt. of Previous CO's: ..... \$1,600.00****Total of All CO's: ..... \$26,038.00****% of Orig. Contract / 25% Max.: ..... 6.18%****Adjusted Contract Amt.: ..... \$446,840.50**

Recommended By: James Wagner, P.E.

Approved:

 \_\_\_\_\_  
 Steve Degenhardt, P.E.  
 Construction Division Manager

Date

 \_\_\_\_\_  
 Gary Janzen, P.E.  
 City Engineer

Date

Approved:

\_\_\_\_\_

Contractor

Date

Approved:

\_\_\_\_\_

Alan King

Date

Director of Public Works & Utilities

Approved as to Form:

\_\_\_\_\_

Gary Rebenstorf

Date

Director of Law

By Order of the City Council:

\_\_\_\_\_

Carl Brewer

Date

Mayor

Attest: \_\_\_\_\_  
City Clerk

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 2 for Bellechase Third Addition (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendations:** Approve Change Order No. 2.

**Background:** On January 15, 2013, the City Council approved a project and budget for improvements to serve Bellechase Third Addition. A construction contract with Mies Construction, Inc. was approved by the City Council on October 22, 2013, in the amount of \$808,495. Construction began in November 2013. Change Order No. 1, in the amount of \$2,075, was processed on January 7, 2014, to provide soil excavation for improved drainage along the right-of-way.

**Analysis:** The project includes expansion of an existing pond within the improvement district. During the design phase, the water level of the pond made it impossible to determine the depth of the sediment covering the pond floor. Upon draining the pond, the contractor found large amounts of sediment requiring excavation beyond the limits of the existing plan. Excavation of approximately 8,000 cubic yards is necessary to restore the pond floor elevation. Erosion control of the pond slope will also be incorporated. Change Order No. 2 has been prepared to authorize the additional work and a 15-day extension of the contract completion time. The change order amount includes the cost of any necessary dewatering, as well as a delay charge to allow for approval of the work and remobilization of equipment.

**Financial Considerations:** The cost of the additional work is \$41,600, which brings the contract total to \$852,170. This and the previous change order represent 5.40% of the original contract amount, which is within the 25% of contract cost limit set by City Council policy. Special assessment funding is available within the existing approved budget.

**Legal Considerations:** The Law Department has reviewed and approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve Change Order No. 2 and authorize the necessary signatures.

**Attachments:** Change Order No. 2.

**PUBLIC WORKS-ENGINEERING**January 24, 2014  
**CHANGE ORDER****To: Mies Construction, Inc.****Project: WDS Bellechase 3<sup>rd</sup> Add tied w/  
Rocky Creek Bellechase 3<sup>rd</sup> Add****Change Order No.: 2****Project No.: 448-90576/472-85078****Purchase Order No.: 340784****OCA No.: 735484/766290****CHARGE TO OCA No.: 766290****PPN: 470157/490308****Please perform the following extra work at a cost not to exceed \$41,600.00****Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.****Additional Work:** Excavate existing pond and include dewatering as necessary. Add rip-rap to pond slope.**Reason for Additional Work:** The project includes work to expand the size of the existing pond in Reserve B. Upon draining the pond to complete the excavation work, the contractor found large amounts of sediment at the pond bottom. During design, it was impossible to determine the depth of the existing pond due to the existing water level. Contractor will excavate an estimated 8,000 cubic yards of soil from the existing pond to restore the pond floor to the elevation 1309.0. Heavy stone rip-rap will be added to prevent erosion of the pond slope. A cost to dewater is included should the pond fill prior to approval of the work. An additional delay charge is included for approval of the work and for remobilizing equipment. Fifteen working days will be added to complete the work.**Negotiated/**

<b>Line #</b>	<b>KDOT #</b>	<b>Item</b>	<b>Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
#46	N.A.	Rip-Rap, Heavy Stone	Bid	120 SY	\$55.00	\$6,600.00
#New	N.A.	Pond Excavation	Negotiated	1 LS	\$28,000.00	\$28,000.00
#New	N.A.	Pond Dewatering	Negotiated	1 LS	\$3,000.00	\$3,000.00
#New	N.A.	Delay Costs	Negotiated	1 LS	\$4,000.00	\$4,000.00
#New	N.A.	Working Days	Negotiated	15 Day	\$0.00	\$0.00

**Total = \$41,600.00****CIP Budget Amount: \$100,000.00 (735484)  
\$892,000.00 (766290)****Original Contract Amt.: \$808,494.91****Consultant: Ruggles & Bohm****Current CO Amt.: \$41,600.00****Total Exp. & Encum. To Date: \$830,084.16****Amt. of Previous CO's: \$2,074.95****CO Amount: \$41,600.00****Total of All CO's: \$43,674.95****Unencum. Bal. After CO: \$20,315.84****% of Orig. Contract / 25% Max.: 5.40 %****Adjusted Contract Amt.: \$852,169.86**

Recommended By: James Wagner, P.E.

Approved:

\_\_\_\_\_  
Steve Degenhardt, P.E.      Date  
Construction Division Manager\_\_\_\_\_  
Gary Janzen, P.E.      Date  
City Engineer

Approved:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Alan King

\_\_\_\_\_  
Date

Director of Public Works & Utilities

Approved as to Form:

\_\_\_\_\_  
Gary Rebenstorf  
Director of Law

\_\_\_\_\_  
Date

By Order of the City Council:

\_\_\_\_\_  
Carl Brewer  
Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

City Clerk

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Mayor and City Council Members

**SUBJECT:** Repair or Removal of Dangerous & Unsafe Structures  
(District I, III)

**INITIATED BY:** Metropolitan Area Building and Construction Department

**AGENDA:** Consent

-----  
**Recommendations:** Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

**Background:** On February 3, 2014, the Board of Building Code Standards and Appeals conducted hearings on the properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Building Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

**Analysis:** Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

<b><u>Property Addresses</u></b>	<b><u>Council District</u></b>
a. 1947 S Water (Commercial Bldg.)	III
b. 1325 N Wabash	I
c. 2527 E. Murdock	I
d. 1325 N Madison	I
e. 2017 N Madison	I
f. 1658 N Spruce	I
g. 1658 N Green	I

**Financial Considerations:** Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department (MABCD) Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of Federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits MABCD expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of MABCD's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

**Legal Considerations:** The Law Department has reviewed and approved the resolution as to form.

**Recommendations/Actions:** It is recommended that the City Council adopt the attached resolutions to schedule a public hearing before the City Council on April 8, 2014 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

**Attachments:** Letter to Council, summary, and resolution.

**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one story frame commercial building about 42 x 69 feet in size. Vacant for many years, this structure has a badly deteriorated wood and composition roof with missing shingles; rotted wood siding; rotted framing members; and rotted fascia and wood trim.

**(b) Street Address:** 1947 S WATER (COMMERCIAL BLDG)

**(c) Owners:**  
Equity Trust Company Custodian FBO Michael Sean Burk IRA  
4217 W 18<sup>th</sup> St. N.  
Wichita, KS 67212

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:** None

**(g) Mortgage Holder(s):** None

**(h) Interested Parties:** None

**DATE: February 25, 2014**

**CDM SUMMARY**

**COUNCIL DISTRICT # III**

**ADDRESS: 1947 S WATER (COMMERCIAL BLDG)**

**LEGAL DESCRIPTION: LOTS 38 AND 40, ON WATER STREET, ENGLISH'S NINTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame commercial building about 42 x 69 feet in size. Vacant for many years, this structure has a badly deteriorated wood and composition roof with missing shingles; rotted wood siding; rotted framing members; and rotted fascia and wood trim.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those which show thirty-three percent or more of damage or deterioration of the supporting members or fifty percent or more of damage or deterioration of the non-supporting enclosing or outside walls or covering.**
- B. Those, which have become or are so dilapidated, decayed, unsafe, unsanitary or which so utterly fail to provide the habitation, or are likely to cause sickness or disease, so as to work injury to the health, morals, safety or general welfare of those living therein.**
- C. Those having light, air, and sanitation facilities which are inadequate to protect the health, safety or general welfare of human beings who live or may live therein.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Director of Metropolitan Area Building and Construction Department  
Enforcing Officer

---

Date

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON February 28, 2014 and March 7, 2014

**RESOLUTION NO. 14-059**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 38 AND 40, ON WATER STREET, ENGLISH'S NINTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1947 S WATER (COMMERCIAL BLDG)** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of February 2014**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **8th day of April 2014**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 38 AND 40, ON WATER STREET, ENGLISH'S NINTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **1947 S WATER (COMMERCIAL BLDG)**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame commercial building about 42 x 69 feet in size. Vacant for many years, this structure has a badly deteriorated wood and composition roof with missing shingles; rotted wood siding; rotted framing members; and rotted fascia and wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of February, 2014**.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one-story, frame dwelling about 45 x 25 feet in size. Vacant and open, this structure has a badly cracked and shifting concrete block foundation; rotted wood lap siding; rotted front and rear wood porch decks; and rotted wood trim.

**(b) Street Address:** 1325 N WABASH

**(c) Owners:**  
**Heriberto Badillo**  
**PO Box 4103**  
**Wichita KS 67204-0103**

**Heriberto Badillo**  
**10330 W 93rd St N**  
**Valley Center, KS 67147-9089**

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:** None

**(g) Mortgage Holder(s):**  
**City of Wichita, Neighborhood Improvement Services**  
**332 N Riverview**  
**Wichita, KS 67203**

**Federal Home Loan Bank of Topeka**  
**One Security Benefit Pl., Ste 100**  
**Topeka, KS 66606**

**(h) Interested Parties:** None

**DATE: February 25, 2014**

**CDM SUMMARY**

**COUNCIL DISTRICT # I**

**ADDRESS: 1325 N WABASH**

**LEGAL DESCRIPTION: LOTS 21-23 WABASH AVE. BURLEIGH'S 3RD ADD.**

**DESCRIPTION OF STRUCTURE: A one-story, frame dwelling about 45 x 25 feet in size. Vacant and open, this structure has a badly cracked and shifting concrete block foundation; rotted wood lap siding; rotted front and rear wood porch decks; and rotted wood trim.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Director of Metropolitan Area Building and Construction Department  
Enforcing Officer

---

Date

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON February 28, 2014 and March 7, 2014

RESOLUTION NO. 14-060

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 21-23 WABASH AVE. BURLEIGH'S 3RD ADD.** KNOWN AS **1325 N WABASH** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of February, 2014**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **8th day of April, 2014**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 21-23 WABASH AVE. BURLEIGH'S 3RD ADD.**, known as: **1325 N WABASH**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one-story, frame dwelling about 45 x 25 feet in size. Vacant and open, this structure has a badly cracked and shifting concrete block foundation; rotted wood lap siding; rotted front and rear wood porch decks; and rotted wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of February, 2014**.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one-story, frame duplex about 32 x 33 feet in size. Vacant and open, this structure has a cracking concrete basement walls; deteriorated and missing siding shingles; badly worn composition roof, with holes; dilapidated porches; rotted and missing fascia and wood trim; and the 20 x 20 foot garage and 15 x 18 foot shed are dilapidated.

**(b) Street Address:** 2527 E MURDOCK

**(d) Owners:**  
Walter Gray  
Deceased

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:** None

**(g) Mortgage Holder(s):** None

**(h) Interested Parties:** None

**DATE: February 25, 2014**

**CDM SUMMARY**

**COUNCIL DISTRICT # I**

**ADDRESS: 2527 E MURDOCK**

**LEGAL DESCRIPTION: LOT 30, PARKMORE 2ND ADD.**

**DESCRIPTION OF STRUCTURE:** A one-story, frame duplex about 32 x 33 feet in size. Vacant and open, this structure has cracking concrete basement walls; deteriorated and missing siding shingles; badly worn composition roof, with holes; dilapidated porches; rotted and missing fascia and wood trim; and the 20 x 20 foot garage and 15 x 18 foot shed are dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Director of Metropolitan Area Building and Construction Department  
Enforcing Officer

---

Date

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON February 28, 2014 and March 7, 2014

RESOLUTION NO. 14-061

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 30, PARKMORE 2ND ADD. KNOWN AS 2527 E MURDOCK** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of February, 2014**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **8th day of April, 2014**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 30, PARKMORE 2ND ADD., known as: 2527 E MURDOCK, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one-story, frame duplex about 32 x 33 feet in size. Vacant and open, this structure has a cracking concrete basement walls; deteriorated and missing siding shingles; badly worn composition roof, with holes; dilapidated porches; rotted and missing fascia and wood trim; and the 20 x 20 foot garage and 15 x 18 foot shed are dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of February, 2014**.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one-story, frame dwelling about 32 x 36 feet in size. Vacant and open, this structure has a cracking and shifting block foundation; rotting and missing wood lap siding; badly worn composition roof; deteriorated front and rear porches; missing windows; rotted and missing window and door frames; and rotted fascia and wood trim.

**(b) Street Address:** 1325 N MADISON

**(c) Owners:**  
Teddy James and Opal James  
Deceased

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:** None

**(g) Mortgage Holder(s):**  
City of Wichita, Neighborhood Improvement Services  
332 N Riverview  
Wichita, KS 67203

**(h) Interested Parties:** None

**DATE: February 25, 2014**

**CDM SUMMARY**

**COUNCIL DISTRICT # I**

**ADDRESS: 1325 N MADISON**

**LEGAL DESCRIPTION: LOTS 114 AND 116, ON MADISON AVENUE, IN ELEVENTH STREET ADD.**

**DESCRIPTION OF STRUCTURE: A one-story, frame dwelling about 32 x 36 feet in size. Vacant and open, this structure has a cracking and shifting block foundation; rotting and missing wood lap siding; badly worn composition roof; deteriorated front and rear porches; missing windows; rotted and missing window and door frames; and rotted fascia and wood trim.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Director of Metropolitan Area Building and Construction Department  
Enforcing Officer

---

Date

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON February 28, 2014 and March 7, 2014

RESOLUTION NO. 14-062

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 114 AND 116, ON MADISON AVENUE, IN ELEVENTH STREET ADD.** KNOWN AS **1325 N MADISON** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of February, 2014**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **8th day of April, 2014**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 114 AND 116, ON MADISON AVENUE, IN ELEVENTH STREET ADD.**, known as: **1325 N MADISON**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one-story, frame dwelling about 32 x 36 feet in size. Vacant and open, this structure has a cracking and shifting block foundation; rotting and missing wood lap siding; badly worn composition roof; deteriorated front and rear porches; missing windows; rotted and missing window and door frames; and rotted fascia and wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of February, 2014**.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one-story, brick over frame dwelling about 25 x 35 feet in size. Vacant and open, this structure has collapsing concrete basement walls; failing brick facade with sections fallen and missing; exposed framing members; sagging composition roof; and rotted soffit, fascia and wood trim.

**(b) Street Address:** 2017 N MADISON

**(c) Owners:**  
Clifford I. Ware  
Deceased

Doris J. Ware  
3305 E 31st St. S., Apt. 109  
Wichita, KS 67216

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:** None

**(g) Mortgage Holder(s):**  
City of Wichita, Neighborhood Improvement Services  
332 N Riverview  
Wichita, KS 67203

**(h) Interested Parties:** None

**DATE: February 25, 2014**

**CDM SUMMARY**

**COUNCIL DISTRICT # I**

**ADDRESS: 2017 N MADISON**

**LEGAL DESCRIPTION: LOT 16, BLOCK 3, BUILDERS SECOND ADDITION**

**DESCRIPTION OF STRUCTURE:** A one-story, brick over frame dwelling about 25 x 35 feet in size. Vacant and open, this structure has collapsing concrete basement walls; failing brick facade with sections fallen and missing; exposed framing members; sagging composition roof; and rotted soffit, fascia and wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. The building has parts, which are so attached that they may fall and injure other property or the public.**
- E. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Director of Metropolitan Area Building and Construction Department  
Enforcing Officer

---

Date

OCA: 230200

**PUBLISHED IN THE WICHITA EAGLE ON February 28, 2014 and March 7, 2014**

**RESOLUTION NO. 14-063**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 16, BLOCK 3, BUILDERS SECOND ADDITION** KNOWN AS **2017 N MADISON** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of February, 2014**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **8th day of April, 2014**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 16, BLOCK 3, BUILDERS SECOND ADDITION, known as: 2017 N MADISON, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one-story, brick over frame dwelling about 25 x 35 feet in size. Vacant and open, this structure has collapsing concrete basement walls; failing brick facade with sections fallen and missing; exposed framing members; sagging composition roof; and rotted soffit, fascia and wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of February, 2014**.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one-story, frame dwelling about 23 x 27 feet in size. Vacant and open, this structure has a deteriorating, flat roof; cracking and missing stucco siding; cracking concrete front porch; exposed, rotted framing members; rotted wood trim; and the 8 x 8 foot accessory shed is deteriorated.

**(b) Street Address:** 1658 N SPRUCE

**(c) Owners:**  
Edmond Brown  
6535 Oneida St.  
Wichita, KS 67206

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:** None

**(g) Mortgage Holder(s):**  
City of Wichita, Attn: Law Dept.  
455 N Main, 13<sup>th</sup> Floor  
Wichita, KS 67202

Willis Moore  
512 N Ash, Apt. 1  
Wichita, KS 67214

**(h) Interested Parties:** None

**DATE: February 25, 2014**

**CDM SUMMARY**

**COUNCIL DISTRICT # I**

**ADDRESS: 1658 N SPRUCE**

**LEGAL DESCRIPTION: THE WEST 65 FEET OF LOTS 48 AND 50, NOW SPRUCE, LOGAN ADDITION**

**DESCRIPTION OF STRUCTURE: A one-story, frame dwelling about 23 x 27 feet in size. Vacant and open, this structure has a deteriorating, flat roof; cracking and missing stucco siding; cracking concrete front porch; exposed, rotted framing members; rotted wood trim; and the 8 x 8 foot accessory shed is deteriorated.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Director of Metropolitan Area Building and Construction Department  
Enforcing Officer

---

Date

OCA: 230200

**PUBLISHED IN THE WICHITA EAGLE ON February 28, 2014 and March 7, 2014**

**RESOLUTION NO. 14-064**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE WEST 65 FEET OF LOTS 48 AND 50, NOW SPRUCE, LOGAN ADDITION** KNOWN AS **1658 N SPRUCE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of February, 2014**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **8th day of April, 2014**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **THE WEST 65 FEET OF LOTS 48 AND 50, NOW SPRUCE, LOGAN ADDITION**, known as: **1658 N SPRUCE**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one-story, frame dwelling about 23 x 27 feet in size. Vacant and open, this structure has a deteriorating, flat roof; cracking and missing stucco siding; cracking concrete front porch; exposed, rotted framing members; rotted wood trim; and the 8 x 8 foot accessory shed is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of February, 2014**.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one-story, frame dwelling about 27 X 30 feet in size. Vacant and open, this structure has been badly damaged by fire. It has a cracking and shifting block foundation; fire damaged, composition roof with missing shingles; fire damaged framing members; fire damaged and missing wood lap siding; and fire damaged wood trim.

**(b) Street Address:** 1658 N GREEN

**(c) Owners:**  
Dinastee Lynn Baker  
2252 N Bluff  
Wichita, KS 67220

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:** None

**(g) Mortgage Holder(s):** None

**(h) Interested Parties:** None

**DATE: February 25, 2014**

**CDM SUMMARY**

**COUNCIL DISTRICT # I**

**ADDRESS: 1658 N GREEN**

**LEGAL DESCRIPTION: LOTS 46 AND 48, SHILLER, NOW GREEN AVE., FAIRMOUNT ORCHARD ADD.**

**DESCRIPTION OF STRUCTURE: A one-story, frame dwelling about 27 X 30 feet in size. Vacant and open, this structure has been badly damaged by fire. It has a cracking and shifting block foundation; fire damaged, composition roof with missing shingles; fire damaged framing members; fire damaged and missing wood lap siding; and fire damaged wood trim.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Director of Metropolitan Area Building and Construction Department  
Enforcing Officer

---

Date

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON February 28, 2014 and March 7, 2014

**RESOLUTION NO. 14-065**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 46 AND 48, SHILLER, NOW GREEN AVE., FAIRMOUNT ORCHARD ADD. KNOWN AS 1658 N GREEN** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **25th day of February, 2014**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **8th day of April, 2014**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 46 AND 48, SHILLER, NOW GREEN AVE., FAIRMOUNT ORCHARD ADD.**, known as: **1658 N GREEN**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one-story, frame dwelling about 27 X 30 feet in size. Vacant and open, this structure has been badly damaged by fire. It has a cracking and shifting block foundation; fire damaged, composition roof with missing shingles; fire damaged framing members; fire damaged and missing wood lap siding; and fire damaged wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **25th day of February, 2014**.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk



**DEPARTMENT OF LAW  
INTEROFFICE MEMORANDUM**

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**TO:** Karen Sublett, City Clerk  
**FROM:** Gary E. Rebenstorf, Director of Law  
**SUBJECT:** Report on Claims for January 2014  
**DATE:** February 4, 2014

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The following claims were approved by the Law Department during the month of January 2014.

Carlson, Bret	\$ 257.16
Dickerson, Willa	\$ 644.99
Herring, Eden	\$ 600.00
Kansas Gas Service	\$3,746.52**

\*City Manager Approval

\*\* Settled for lesser amount than claimed

\*\*\*Settled for more than amount claimed

cc: Robert Layton, City Manager  
Shawn Henning, Director of Finance

**City of Wichita, Kansas**  
**Senior Management Expenses**  
**For the Quarter Ended December 31, 2013**

<b>Employee by Department</b>	<b>Purpose</b>	<b>Amount</b>
<b>City Manager</b>		
Robert Layton, City Manager	National League of Cities, Congress of Cities and Exposition, Seattle, WA	\$ 2,072.35
Robert Layton, City Manager	Big Cities Conference, Santa Monica, CA	1,348.24
Cathy Holdeman, Assistant City Manager	Kansas Association of City/County Management Conference, Emporia, KS	375.74
<b>Airport</b>		
Brad Christopher, Assistant Director of Airports	National Business Aviation Association Convention, Las Vegas, NV	1,432.62
<b>Finance</b>		
Shawn Henning, Director of Finance	Kansas Government Finance Officer's Association Conference, Overland Park, KS	885.25
<b>Park</b>		
Doug Kupper, Director of Parks	National Recreation and Park Association Congress, Houston, TX	1,687.13
David McGuire, Division Manager, Park Maintenance and Forestry	National Recreation and Park Association Congress, Houston, TX	2,751.55
Karen Holmes, Superintendent of Parks and Recreation	LERN Conference, San Francisco, CA	2,874.00
<b>Planning</b>		
John Schlegel, Director of Planning	American Planning Association, Kansas Planning Conference, Manhattan, KS	412.98
<b>Police</b>		
Norman Williams, Chief of Police	International Association of Chiefs of Police Conference, Philadelphia, PA	2,411.35
Nelson Mosley, Deputy Chief of Police	International Association of Chiefs of Police Conference, Philadelphia, PA	2,346.35
<b>Public Works &amp; Utilities</b>		
Michael Jacobs, Interim Superintendent, Water Production & Pumping	Governor's Conference on the Future of Water in Kansas, Manhattan, KS	427.68
<b>Total</b>		<u><u>\$ 19,025.24</u></u>

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Mayor and City Council

**SUBJECT:** Cooperative Agreement with Kansas PTAC

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

---

**Recommendation:** Approve the 2014 Letter of Commitment and authorize the necessary signatures for the Cooperative Agreement.

**Background:** The City of Wichita is committed to ensuring equal opportunity, promoting diversity and enhancing economic opportunities for emerging and disadvantaged businesses.

Purchasing staff continuously strive to find ways to enhance and improve the Emerging and Disadvantaged Business Enterprise (EDBE) Program. The cooperative agreement between Kansas (PTAC) Procurement Technical Assistance Center through Wichita State University and the City of Wichita increases procurement opportunities for Kansas businesses by providing comprehensive technical assistance to those interested in selling goods and services to the federal government. Purchasing staff will provide accessibility for these opportunities to local firms through this agreement.

The mission of PTAC is to identify Kansas businesses with the potential for market expansion by assisting those viable companies in becoming successful contracts for the Department of Defense (DoD) and other government entities. These efforts expand the industrial base and increase competition of DoD goods, which reduces the national security costs, while also enhancing the Kansas economy.

Another important component of Kansas PTAC is the development of linkages with other programs at the federal, state, and local level. This program works in close cooperation with the Kansas Small Business Development Center (SBDC), which allows participating firms to receive a full range of business development services, including business management assistance, product development and technology transfer.

**Analysis:** The City of Wichita will serve as a subcontractor with Kansas PTAC through Wichita State University to provide these services. This collaboration increases the range of business development services that are offered under the EDBE Program. The services provided through PTAC include general procurement counseling, assistance with bidder application forms, matching of products and/or services with appropriate buying activities, bid package review, pre-award and post-award assistance, and providing specifications and other information needed to complete government bids. Without this assistance, many of the program's clients might not consider entering federal or other government markets.

**Financial Considerations:** The total cost to the City for the 12-month agreement includes a \$1,138 cash contribution and in-kind contributions of \$26,582, for a total of \$27,720. The 2014 Adopted Budget includes funds available for the cash and in-kind contributions in the General Fund. As a subcontractor the City will receive \$9,878 in federal funds from Wichita State University to support expenditures for this program.

**Legal Considerations:** The 2014 Letter of Commitment has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the 2014 Letter of Commitment and authorize the necessary signatures.

**Attachments:** 2014 Letter of Commitment.

**Letter of Commitment**  
**Procurement Technical Assistance Program (PTAP)**

This letter is to certify that the cash and/or in-kind contribution(s) described below are committed to the WSU Kansas PTAC. The contributions described will be made available to the PTAC between the dates of 2/01/2014 and 1/31/2015. The undersigned further certifies that there is no expectation of compensation in return for the donations described such as a requirement that the contribution(s) be made as a provision in a contract or purchase order.

Donor Organization: City of Wichita

Address: 455 N. Main, Wichita, KS 67202

Representative's Signature: \_\_\_\_\_ Date: 02/25/2014

Name & Title of Representative: Melinda Walker, Purchasing Director

Phone: 316.268.4411

<b>Total cash contribution:</b>	<b>\$1,138</b>
<b>Total in-kind contribution:</b>	<b>\$26,582</b>
<b>Total of cash and in-kind:</b>	<b>\$27,720</b>

List each individual in-kind contribution below. Contributions should be fully explained to show how their value is determined. Use a continuation sheet if necessary.

<b>List In-kind Donation(s)</b> (e.g., Services, Goods, or Facilities Provided)	<b>Value Determination</b> (e.g., rate * hrs or sq.ft * \$/sq.ft)	<b>Total Value</b>
Salary	Counselor - \$51,738 * 35% effort * 76.35%; Supervisor - \$105,119 * 5% effort * 76.35%	\$17,838
Fringe Benefits	\$17,838 * 18.98% = \$3,386; Health Ins @ \$11,749 x personnel effort (40%) %76.35% = \$3,588	\$6,974
Supplies	Costs for daily PTAC operations	\$245
Other	Phone (\$940), Data (\$3,792) - \$4,732 * effort (40%) * 64.4%; Printing (\$53 * 64.4%; Counselor's office - \$1,207.50 * 35% (effort) * 64.4%	\$1,525

**\* Note:** The value assigned to a contribution by a third party contributor may not be assumed by the recipient to be fair and reasonable or assumed to be a value assigned in accordance with the Department of Defense Grant and Agreement Regulations for agreement cost sharing purposes. See SCAA Section IV submission requirements.

Approved as to Form: Gary E. Rebenstorf  
Gary E. Rebenstorf, Director of Law  
By SLD

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Mayor and City Council

**SUBJECT:** Funding for Improvements to Redbud Multi-Use Path, I-135 to Oliver  
(District I)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Adopt the amending resolution.

**Background:** On December 11, 2012, the City Council approved a budget and design concept for completion of the Redbud multi-use path along the abandoned railroad corridor from Murdock and I-135 to 17<sup>th</sup> Street North and Oliver.

**Analysis:** The adopted bonding resolution included \$950,000 in General Obligation (GO) bonds and \$1,650,000 in Transportation Enhancement (TE) program grants, for a total of \$2,600,000. A review of the grant funding agreement revealed that the amount of grant funding awarded to the project is \$1,651,868. An amending resolution has been prepared to reflect the correct funding amounts.

**Financial Considerations:** The amended resolution total is \$2,601,868, with \$950,000 in GO bond funding and \$1,651,868 in TE grants.

**Legal Considerations:** The Law Department has reviewed and approved the amending resolution as to form.

**Recommendation/Action:** It is recommended that the City Council adopt the amending resolution and authorize the necessary signatures.

**Attachments:** Budget sheet and amending resolution.

## Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2012

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 14-

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-85007

COUNCIL DISTRICT: 01 Council District 1

DATE COUNCIL APPROVED: Feb 25, 2014

REQUEST DATE:

PROJECT #: 211500

PROJECT TITLE: Redbud Multi-Use Path

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Redbud Multi-Use Path

OCA #: 707035

OCA TITLE: Redbud Multi-Use Path

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Paul Gunzelman

PHONE #: 268-4393

☐ NEW BUDGET

☒ REVISED BUDGET

### Revenue Object Level 3

9720 G.O. Bonds	\$950,000.00	\$0.00	\$950,000.00
8062 Federal pass thru State	\$1,650,000.00	\$1,868.00	\$1,651,868.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$2,600,000.00	\$1,868.00	\$2,601,868.00

### Expense Object Level 3

2999 Contractuals	\$2,600,000.00	\$1,868.00	\$2,601,868.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	<b>\$2,600,000.00</b>	<b>\$1,868.00</b>	<b>\$2,601,868.00</b>

NOTES:

### SIGNATURES REQUIRED

Print Form

DIVISION HEAD: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_

DATE: \_\_\_\_\_

BUDGET OFFICER: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_

First Published in the Wichita Eagle on February 28, 2014

**RESOLUTION NO. 14-058**

A RESOLUTION AMENDING RESOLUTION NO. **12-258** AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO IMPROVE THE **REDBUD MULTI-USE PATH (472-85007)**.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1. Section 2 of Resolution **No. 12-258** is hereby amended to read as follows:

“SECTION 2. The total cost is estimated not to exceed \$2,601,868, exclusive of the cost of interest on borrowed money, with \$950,000 paid by the issuance of bonds by the City of Wichita at large and \$1,651,868 paid by Kansas Department of Transportation.”

SECTION 3. The original Section 2 of Resolution **No. 12-258** is hereby rescinded.

SECTION 4. That the advisability of said improvements is established and authorized by City of Wichita Charter Ordinance No. 156.

SECTION 5. That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 25th day of February, 2014.

---

CARL BREWER, MAYOR

ATTEST:

---

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

---

GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Mayor and City Council Members

**SUBJECT:** Wichita Police Department - Contract Amendments for Impound Towing

**INITIATED BY:** Police Department

**AGENDA:** Consent

---

**Recommendation:** It is recommended that City Council approve the Contract Amendments with the six (6) contracted towing companies.

**Background:** Currently, the Impound wrecker services are contracted by the City of Wichita to perform impound towing services. A Request for Proposal (RFP) was sent out for the purpose of obtaining a towing service and an on-line auction service to handle all Police initiated impounds. The goals of the RFP were to enhance customer service for citizens to pick up their vehicle, reduce Police Department staffing requirements for release and to obtain 87.5% of the on-line auction sale of these vehicles. During this process, three proposals were received. The City Council approved the impound services contract with Wichita Impound LLC on February 28, 2012. The contract term was for March 1, 2012 through February 28, 2013 with options to renew the contract under the same terms and conditions for three (3) successive one (1) year terms by mutual agreement of both parties.

On impound cases, a towing rotation has been established from the six (6) contracted wrecker services which are called sequentially whenever Impound tows are necessary. The six (6) contracted wrecking firms known as Wichita Impound LLC are Arrow Wrecker Services, Inc., Bud Roat Towing & Repair, Happy Hooker Towing & Transport, Inc., Interstate Wrecker Service, Ken's Auto Tow, Inc. and Tow Service, Inc.

**Analysis:** Based on the current contract pricing structure and subsequent negotiations, staff and the wrecker contractors have agreed to a proposed price increase of \$2.50 for light duty towing and a price increase of \$2.50 for storage per day for the last two (2) contract renewal periods for 2014 and 2015 for impound tows with the concurrence of the City Council. This contract amendment addresses pricing concerns expressed by the current contracted tow companies.

**Financial Considerations:** The proposed price increases will not impact the General Fund budget because these costs are paid for by the owners of the impounded vehicles. The average number of impounds over the previous three years was 1,670 vehicles per year. Therefore, the estimated cost to owners of impounded vehicles would be an additional \$8,350 per year. The additional proceeds would be split among the six (6) companies contracted to provide the service.

**Legal Considerations:** The Law Department has reviewed and approved as to form the Contract Amendments for Impound Towing.

**Recommendations/Actions:** It is recommended that the City Council approve the Contract Amendments for Impound Towing between the City of Wichita and the (6) six current contracted wrecking contractors.

**Attachments:** Contract Amendments for Impound Towing.

**CONTRACT AMENDMENT  
for  
TOW, IMPOUND, STORAGE & ON-LINE AUCTION**

**Blanket Purchase Order Number – BP240015**

**THIS CONTRACT AMENDMENT** is entered into this 1st day of March, 2014 by and between the **City of Wichita, KANSAS**, A Municipal Corporation, hereinafter called "**CITY**", and **Interstate Wrecker Service** hereinafter called "**CONTRACTOR**".

**WITNESSETH THAT:**

**WHEREAS**, on the 1<sup>st</sup> day of March, 2012, the above-named parties entered into a contract for **Tow, Impound, Storage & On-Line Auction** for the Police Department of the **City of Wichita** for Formal Proposal - FP030060 as per the bid, addenda and specifications of November 1, 2010; and

**WHEREAS**, the specifications for Formal Proposal - FP030060 specified the terms of the contract were to be from March 1, 2012 through February 28, 2013; and

**NOW, THEREFORE**, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 1st day of March 2012 and Contract Amendment of March 1, 2013, are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendment, modification and change of an additional \$2.50 per Light Duty Towing and an additional \$2.50 per Storage per day, as approved by City Council on February 25, 2014.

Section IV of the contract is hereby amended as follows:

There is a not to exceed total maximum of \$900 or up to 40 forty days of storage at \$22.50 twenty two dollars and fifty cents per day that may be charged to vehicles that are released back to the owners.

Exhibit B of the contract is hereby amended as follows:

1. Light Duty Towing: \$87.50 hook up fee plus \$4.00 per loaded mile.
2. Storage: \$22.50 per day; heavy duty storage: \$50 per day per unit.

For the last one (1) one year renewal period, by mutual agreement of both parties, there is an additional step price increase for an additional \$2.50 per Light Duty Towing and an additional \$2.50 per Storage per day for the renewal period of March 1, 2015 through February 29, 2016.

**Terms.** The terms of this contract amendment will be from **March 1, 2014 through February 28, 2015** with options to renew the contract under the same terms and conditions for one (1) additional one (1) year period by mutual agreement of both parties. This amendment to the contract is subject to cancellation by the **CITY**, at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the **VENDOR**.

**Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract amendment the day and year first above written.

**ATTEST:**

**THE CITY OF WICHITA**

---

Janis Edwards  
Deputy City Clerk

---

Carl Brewer  
Mayor

**APPROVED AS TO FORM:**

**INTERSTATE WRECKER SERVICE**

---

Gary E. Rebenstorf  
Director of Law

---

Signature

---

Print Signature Name

---

Title (*Owner or Sole Proprietor*)

## **Exhibit A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**CONTRACT AMENDMENT  
for  
TOW, IMPOUND, STORAGE & ON-LINE AUCTION**

**Blanket Purchase Order Number – BP240013**

**THIS CONTRACT AMENDMENT** is entered into this 1st day of March, 2014 by and between the **City of Wichita, KANSAS**, A Municipal Corporation, hereinafter called “**CITY**”, and **Bud Roat Towing & Repair** hereinafter called “**CONTRACTOR**”.

**WITNESSETH THAT:**

**WHEREAS**, on the 1<sup>st</sup> day of March, 2012, the above-named parties entered into a contract for **Tow, Impound, Storage & On-Line Auction** for the Police Department of the **City of Wichita** for Formal Proposal - FP030060 as per the bid, addenda and specifications of November 1, 2010; and

**WHEREAS**, the specifications for Formal Proposal - FP030060 specified the terms of the contract were to be from March 1, 2012 through February 28, 2013; and

**NOW, THEREFORE**, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 1st day of March 2012 and Contract Amendment of March 1, 2013, are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendment, modification and change of an additional \$2.50 per Light Duty Towing and an additional \$2.50 per Storage per day, as approved by City Council on February 25, 2014.

Section IV of the contract is hereby amended as follows:

There is a not to exceed total maximum of \$900 or up to 40 forty days of storage at \$22.50 twenty two dollars and fifty cents per day that may be charged to vehicles that are released back to the owners.

Exhibit B of the contract is hereby amended as follows:

1. Light Duty Towing: \$87.50 hook up fee plus \$4.00 per loaded mile.
2. Storage: \$22.50 per day; heavy duty storage: \$50 per day per unit.

For the last one (1) one year renewal period, by mutual agreement of both parties, there is an additional step price increase for an additional \$2.50 per Light Duty Towing and an additional \$2.50 per Storage per day for the renewal period of March 1, 2015 through February 29, 2016.

**Terms.** The terms of this contract amendment will be from **March 1, 2014 through February 28, 2015** with options to renew the contract under the same terms and conditions for one (1) additional one (1) year period by mutual agreement of both parties. This amendment to the contract is subject to cancellation by the **CITY**, at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the **VENDOR**.

**Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract amendment the day and year first above written.

**ATTEST:**

**THE CITY OF WICHITA**

---

Janis Edwards  
Deputy City Clerk

---

Carl Brewer  
Mayor

**APPROVED AS TO FORM:**

**BUD ROAT TOWING & REPAIR**

---

Gary E. Rebenstorf  
Director of Law

---

Signature

---

Print Signature Name

---

Title *(Owner or Sole Proprietor)*

## **Exhibit A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**CONTRACT AMENDMENT  
for  
TOW, IMPOUND, STORAGE & ON-LINE AUCTION**

**Blanket Purchase Order Number – BP240016**

**THIS CONTRACT AMENDMENT** is entered into this 1st day of March, 2014 by and between the **City of Wichita, KANSAS**, A Municipal Corporation, hereinafter called "**CITY**", and **Ken's Auto Tow, Inc.** hereinafter called "**CONTRACTOR**".

**WITNESSETH THAT:**

**WHEREAS**, on the 1<sup>st</sup> day of March, 2012, the above-named parties entered into a contract for **Tow, Impound, Storage & On-Line Auction** for the Police Department of the **City of Wichita** for Formal Proposal - FP030060 as per the bid, addenda and specifications of November 1, 2010; and

**WHEREAS**, the specifications for Formal Proposal - FP030060 specified the terms of the contract were to be from March 1, 2012 through February 28, 2013; and

**NOW, THEREFORE**, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 1st day of March 2012 and Contract Amendment of March 1, 2013, are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendment, modification and change of an additional \$2.50 per Light Duty Towing and an additional \$2.50 per Storage per day, as approved by City Council on February 25, 2014.

Section IV of the contract is hereby amended as follows:

There is a not to exceed total maximum of \$900 or up to 40 forty days of storage at \$22.50 twenty two dollars and fifty cents per day that may be charged to vehicles that are released back to the owners.

Exhibit B of the contract is hereby amended as follows:

1. Light Duty Towing: \$87.50 hook up fee plus \$4.00 per loaded mile.
2. Storage: \$22.50 per day; heavy duty storage: \$50 per day per unit.

For the last one (1) one year renewal period, by mutual agreement of both parties, there is an additional step price increase for an additional \$2.50 per Light Duty Towing and an additional \$2.50 per Storage per day for the renewal period of March 1, 2015 through February 29, 2016.

**Terms.** The terms of this contract amendment will be from **March 1, 2014 through February 28, 2015** with options to renew the contract under the same terms and conditions for one (1) additional one (1) year period by mutual agreement of both parties. This amendment to the contract is subject to cancellation by the **CITY**, at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the **VENDOR**.

**Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract amendment the day and year first above written.

**ATTEST:**

**THE CITY OF WICHITA**

\_\_\_\_\_  
Janis Edwards  
Deputy City Clerk

\_\_\_\_\_  
Carl Brewer  
Mayor

**APPROVED AS TO FORM:**

**KEN'S AUTO TOW, INC.**

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Signature Name

\_\_\_\_\_  
Title *(President or Corporate Officer)*

## **Exhibit A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**CONTRACT AMENDMENT  
for  
TOW, IMPOUND, STORAGE & ON-LINE AUCTION**

**Blanket Purchase Order Number – BP240014**

**THIS CONTRACT AMENDMENT** is entered into this 1st day of March, 2014 by and between the **City of Wichita, KANSAS**, A Municipal Corporation, hereinafter called "**CITY**", and **Happy Hooker Towing & Transport, Inc.** hereinafter called "**CONTRACTOR**".

**WITNESSETH THAT:**

**WHEREAS**, on the 1<sup>st</sup> day of March, 2012, the above-named parties entered into a contract for **Tow, Impound, Storage & On-Line Auction** for the Police Department of the **City of Wichita** for Formal Proposal - FP030060 as per the bid, addenda and specifications of November 1, 2010; and

**WHEREAS**, the specifications for Formal Proposal - FP030060 specified the terms of the contract were to be from March 1, 2012 through February 28, 2013; and

**NOW, THEREFORE**, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 1st day of March 2012 and Contract Amendment of March 1, 2013, are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendment, modification and change of an additional \$2.50 per Light Duty Towing and an additional \$2.50 per Storage per day, as approved by City Council on February 25, 2014.

Section IV of the contract is hereby amended as follows:

There is a not to exceed total maximum of \$900 or up to 40 forty days of storage at \$22.50 twenty two dollars and fifty cents per day that may be charged to vehicles that are released back to the owners.

Exhibit B of the contract is hereby amended as follows:

1. Light Duty Towing: \$87.50 hook up fee plus \$4.00 per loaded mile.
2. Storage: \$22.50 per day; heavy duty storage: \$50 per day per unit.

For the last one (1) one year renewal period, by mutual agreement of both parties, there is an additional step price increase for an additional \$2.50 per Light Duty Towing and an additional \$2.50 per Storage per day for the renewal period of March 1, 2015 through February 29, 2016.

**Terms.** The terms of this contract amendment will be from **March 1, 2014 through February 28, 2015** with options to renew the contract under the same terms and conditions for one (1) additional one (1) year period by mutual agreement of both parties. This amendment to the contract is subject to cancellation by the **CITY**, at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the **VENDOR**.

**Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract amendment the day and year first above written.

**ATTEST:**

**THE CITY OF WICHITA**

\_\_\_\_\_  
Janis Edwards  
Deputy City Clerk

\_\_\_\_\_  
Carl Brewer  
Mayor

**APPROVED AS TO FORM:**

**HAPPY HOOKER TOWING &  
TRANSPORT, INC.**

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Signature Name

\_\_\_\_\_  
Title (*President or Corporate Officer*)

## **Exhibit A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**CONTRACT AMENDMENT  
for  
TOW, IMPOUND, STORAGE & ON-LINE AUCTION**

**Blanket Purchase Order Number – BP240017**

**THIS CONTRACT AMENDMENT** is entered into this 1st day of March, 2014 by and between the **City of Wichita, KANSAS**, A Municipal Corporation, hereinafter called "**CITY**", and **Tow Service, Inc.** hereinafter called "**CONTRACTOR**".

**WITNESSETH THAT:**

**WHEREAS**, on the 1<sup>st</sup> day of March, 2012, the above-named parties entered into a contract for **Tow, Impound, Storage & On-Line Auction** for the Police Department of the **City of Wichita** for Formal Proposal - FP030060 as per the bid, addenda and specifications of November 1, 2010; and

**WHEREAS**, the specifications for Formal Proposal - FP030060 specified the terms of the contract were to be from March 1, 2012 through February 28, 2013; and

**NOW, THEREFORE**, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 1st day of March 2012 and Contract Amendment of March 1, 2013, are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendment, modification and change of an additional \$2.50 per Light Duty Towing and an additional \$2.50 per Storage per day, as approved by City Council on February 25, 2014.

Section IV of the contract is hereby amended as follows:

There is a not to exceed total maximum of \$900 or up to 40 forty days of storage at \$22.50 twenty two dollars and fifty cents per day that may be charged to vehicles that are released back to the owners.

Exhibit B of the contract is hereby amended as follows:

1. Light Duty Towing: \$87.50 hook up fee plus \$4.00 per loaded mile.
2. Storage: \$22.50 per day; heavy duty storage: \$50 per day per unit.

For the last one (1) one year renewal period, by mutual agreement of both parties, there is an additional step price increase for an additional \$2.50 per Light Duty Towing and an additional \$2.50 per Storage per day for the renewal period of March 1, 2015 through February 29, 2016.

**Terms.** The terms of this contract amendment will be from **March 1, 2014 through February 28, 2015** with options to renew the contract under the same terms and conditions for one (1) additional one (1) year period by mutual agreement of both parties. This amendment to the contract is subject to cancellation by the **CITY**, at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the **VENDOR**.

**Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract amendment the day and year first above written.

**ATTEST:**

**THE CITY OF WICHITA**

---

Janis Edwards  
Deputy City Clerk

---

Carl Brewer  
Mayor

**APPROVED AS TO FORM:**

**TOW SERVICE, INC.**

---

Gary E. Rebenstorf  
Director of Law

---

Signature

---

Print Signature Name

---

Title *(President or Corporate Officer)*

## **Exhibit A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**CONTRACT AMENDMENT  
for  
TOW, IMPOUND, STORAGE & ON-LINE AUCTION**

**Blanket Purchase Order Number – BP240012**

**THIS CONTRACT AMENDMENT** is entered into this 1st day of March, 2014 by and between the **City of Wichita, KANSAS**, A Municipal Corporation, hereinafter called "**CITY**", and **Arrow Wrecker Service, Inc.** hereinafter called "**CONTRACTOR**".

**WITNESSETH THAT:**

**WHEREAS**, on the 1<sup>st</sup> day of March, 2012, the above-named parties entered into a contract for **Tow, Impound, Storage & On-Line Auction** for the Police Department of the **City of Wichita** for Formal Proposal - FP030060 as per the bid, addenda and specifications of November 1, 2010; and

**WHEREAS**, the specifications for Formal Proposal - FP030060 specified the terms of the contract were to be from March 1, 2012 through February 28, 2013; and

**NOW, THEREFORE**, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 1st day of March 2012 and Contract Amendment of March 1, 2013, are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendment, modification and change of an additional \$2.50 per Light Duty Towing and an additional \$2.50 per Storage per day, as approved by City Council on February 25, 2014.

Section IV of the contract is hereby amended as follows:

There is a not to exceed total maximum of \$900 or up to 40 forty days of storage at \$22.50 twenty two dollars and fifty cents per day that may be charged to vehicles that are released back to the owners.

Exhibit B of the contract is hereby amended as follows:

1. Light Duty Towing: \$87.50 hook up fee plus \$4.00 per loaded mile.
2. Storage: \$22.50 per day; heavy duty storage: \$50 per day per unit.

For the last one (1) one year renewal period, by mutual agreement of both parties, there is an additional step price increase for an additional \$2.50 per Light Duty Towing and an additional \$2.50 per Storage per day for the renewal period of March 1, 2015 through February 29, 2016.

**Terms.** The terms of this contract amendment will be from **March 1, 2014 through February 28, 2015** with options to renew the contract under the same terms and conditions for one (1) additional one (1) year period by mutual agreement of both parties. This amendment to the contract is subject to cancellation by the **CITY**, at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the **VENDOR**.

**Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract amendment the day and year first above written.

**ATTEST:**

**THE CITY OF WICHITA**

\_\_\_\_\_  
Janis Edwards  
Deputy City Clerk

\_\_\_\_\_  
Carl Brewer  
Mayor

**APPROVED AS TO FORM:**

**ARROW WRECKER SERVICE, INC.**

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Signature Name

\_\_\_\_\_  
Title *(President or Corporate Officer)*

## **Exhibit A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**Agenda Item No. II-16**

**City of Wichita  
City Council Meeting  
February 25, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Amendments to Park Board Bylaws

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** Consent

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**Recommendation:** Approve the amendments to the Park Board Bylaws.

**Background:** The Board of Park Commissioners meets at 3:00 p.m. on the third Monday of each month as set forth in the Board's bylaws. However, this schedule conflicts with legal holidays and requires that the first two meetings of each year be moved. Board members voted to avoid this rescheduling and directed staff to prepare the necessary changes to the bylaws that would move the Board's meeting date to the second Monday of each month. The amendments were unanimously approved by the Board at its February meeting, and are subject to approval by the City Council.

**Analysis:** The amendment to Article III, Section 1 of the bylaws sets forth the Board's intent to change the monthly meeting date from the third Monday to the second Monday of each month at 3:00 p.m. Further, Article IV, Section 2 is amended to remove a reference to the third Monday meeting regarding the election of officers in September of each year. These amendments should eliminate any confusion and inconvenience caused to members of the public who wish to attend board meetings and provide a consistent monthly meeting date for Board members.

**Financial Considerations:** None.

**Legal Considerations:** The amendments have been prepared by the Law Department and are approved as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the amendments to the Bylaws of the Board of Park Commissioners.

**Attachment:** Bylaw amendments.

## **BYLAWS**

### **Board of Park Commissioners City of Wichita, Kansas**

#### **Article 1**

##### **Purpose and Organization**

Section 1. The purpose of the Board of Park Commissioners of the City of Wichita, Kansas, shall be to hold title to park property as set forth in Charter Ordinance No. 125; counsel the governing body of the City relative to the park and recreation activities of the City; provide input and advice regarding policies and procedures regulating conduct in park and recreation facilities; to be the official naming committee for parks and open space per City Council Policy 13; and to have such duties as may have been or may hereafter be conferred by the City of Wichita. The Board is established by Charter Ordinance No. 125 and Section 2.12.330, et seq. of the Code of the City of Wichita.

Section 2. In accordance with Section 2.12.340 of the Code of the City of Wichita, the Board shall be composed of seven (7) members to be appointed by the City Council of the City of Wichita; one (1) appointee made by each Council Member and Mayor. Appointees shall be permanent residents of the City of Wichita. No member shall hold any elected public office. If any member of the Park Board removes his or her residence from the City of Wichita, or is elected to any public office, or otherwise becomes disqualified to serve, such position shall thereupon be deemed vacant and reappointed by City Council.

All Board Members shall hold their offices for a term of two (2) years, or until his or her successor shall be appointed and qualified. Such terms shall be limited to eight (8) consecutive years of service for all appointments. A former member may be re-appointed after a period of two (2) years following eight (8) years of consecutive service. In the event of the death, resignation or other disqualification of any member, his or her successor shall be appointed to fill only the unexpired term caused by such vacancy.

Any member of the Board may be removed by the City Council of the City of Wichita for the same cause as any appointed officer.

## **Article II**

### **Power and Duties of the Park Board**

Section 1. The Board shall be vested with such powers, authority and control as are set forth in Charter Ordinance No. 125, Section 5, and ordinances of the City of Wichita.

Section 2. The Board shall monitor the planning, coordination, and execution of the city's park and recreation programs and facilities by the Department of Park and Recreation. It shall advise the City Manager and City Council on such matters and promptly report in writing any instance of environmentally irresponsible action taking place in any city park to the City Manager and City Council. See: Section 2.12.350.

Section 3. The Board shall evaluate sites and facilities suitable for the present or future use of residents of the city and make recommendations relative to the acquisition or disposition of any land used or to be used for public park and recreation purposes. The Board shall give notice and conduct public hearings on behalf of the city and shall make recommendations to the City Council relative to all such acquisition or disposition of such land. See: Section 2.12.350.

Section 4. The Board shall continue to hold title to property previously held and to act upon the sale or disposition of all park property in accordance to the provisions of Charter Ordinance No. 125, Section 5(a). See: Section 2.12.350.

Section 5. The Board shall make recommendations concerning operating budget priorities for park and recreation services. See: Section 2.12.350.

Section 6. The Board shall make recommendations on park projects and their priority for the capital improvement program. See: Section 2.12.350.

Section 7. The Board shall solicit grants and gifts of sites, facilities, and funds and seek the cooperation of agencies and groups in the development and maintenance of park and recreational facilities. See: Section 2.12.350.

Section 8. The Board shall make recommendations on development, maintenance, and improvement needs of golf courses. See: Section 2.12.350.

Section 9. The Board shall recommend financing mechanisms for the implementation of the park and open space plan. See: Section 2.12.350.

Section 10. The Board shall have such other responsibilities as may be assigned from time to time by the City Council. See: Section 2.12.350.

Section 11. The City Council shall seek the advice and counsel of the Board of Park Commissioners before taking action on policy matters that pertain to duties set forth in Section 2.12.350. (Ord. No. 40-949 § 5)

Section 12. In all formal matters the Board shall act by Resolution. All notices required by law to be given by publication shall be published in the official city paper.

Section 13. Before entering upon the duties of the office, the members of the Board shall subscribe to an oath of office.

Section 14. In the event the Board is required to have a seal, it shall adopt the same having the word "Seal" in the center thereof, and the words "The Board of Park Commissioners of the City of Wichita, Kansas" in the outer circle.

Section 15. The Board will establish and review goals on an annual basis.

Section 16. Any member of the Board of Park Commissioners shall be removed from office by the City Council after due notice and hearing for nonattendance at three (3) consecutive meetings, or for absences of more than fifty (50) percent of the meetings held during any twelve (12) month period of time. A meeting cancelled for lack of a quorum is considered a meeting for purposes of recording attendance. The Clerk will provide written notice to the non-attending Board Members and the City Manager. A vacancy shall be declared unless the Board Member requests a hearing before the City Council within ten (10) days after notice is provided.

### **Article III**

#### **Meetings of the Board**

Section 1. The Board shall meet at least once each month. Regular meetings of the Board shall be held on the second Monday of each month at 3:00 p.m. in the office of the Board of Park Commissioners, City Hall 11<sup>th</sup> Floor, Department of Park and Recreation, or at any other time or in any other facility designated at the previous meeting by the Board of Park Commissioners, or by prior written notice of the meeting by the Director of Park and Recreation or his/her designee. When the date of a regular meeting comes on a legal holiday, the President of the Board shall designate the date of the next regular meeting.

Section 2. The Clerk shall prepare a notice of the meeting and an agenda of all matters to come before the Board and mail or electronically disseminate the same to the Board Members no later than the Wednesday preceding the regular meeting. A copy of the agenda shall also be furnished to the City Manager. Any member of the Board may cause matters to be placed on the agenda by advising the Clerk no later than 12:00 o'clock noon on the Tuesday preceding the regular meeting.

Section 3. Special meetings of the Board may be called by the President at any time by giving suitable notice of the time and place of such meeting to all the members thereof, and may also be called upon the request of any four (4) or more members.

Section 4. A quorum shall consist of a majority of the members of the Board appointed and qualified at any given time.

Section 5. All meetings of the Board shall be conducted in accordance with Robert's Rules of Order except insofar as modified by these Bylaws and the rules and procedures as adopted by the Board.

#### **Article IV**

##### **Officers and Duties**

Section 1. The officers of the Board shall be as follows:

President, who shall be elected by the Board from its members and shall preside at all meetings of the Board and shall sign, execute, act and deliver for the Board all contracts, warrants and documents of any kind required or authorized to be signed or delivered by the Board.

First Vice President, who shall be elected by the Board by its members and, in the absence or disqualification or disability of the President, shall perform the duties of the President and act in place of the President, with the full power and authority which the President would have were the President in attendance.

Second Vice President, who shall be elected by the Board by its members, in the absence or disqualification or disability of the President and the First Vice President, shall perform the duties of the President and shall act in place of the President with the full power and authority which the President would have were the President in attendance.

Clerk, who is not a member of the Board, shall be present at all meetings and shall keep a complete record of all proceedings of the Board and shall perform such other duties as may be required by law or ordinance.

Section 2. The election of officers shall be held at the September meeting of each year, provided that all new appointments to the Board have been made and the new appointments have qualified for Board membership prior thereto, otherwise the election shall be held as soon thereafter as the appointments have been made and the members have qualified for Board membership.

A nominating committee consisting of the First and Second Vice Presidents shall be appointed by the President at the July meeting who will present a slate of officers at the September meeting.

Additional nominations may be made from the floor. The vote for officers shall be by written ballot if two or more directors have been nominated for one office.

Section 3. The Board shall appoint such other officers as may be required by law or ordinance, or as the business of the Board demands.

Section 4. The Clerk of the Board shall, when required by law, authenticate by the seal of the Board and the Signature of the Clerk, the signature of the President.

Section 5. The Director of Park and Recreation of the City of Wichita, or his/her designee, shall serve as a non-voting ex officio member of the Board

#### **Article V**

##### **Amendments to Bylaws**

Section 1. The Board may, by a two-thirds majority vote thereof, amend these Bylaws or any provisions or section thereof at any time when the same is not in conflict or in contravention of any of the laws of the State of Kansas or ordinances applicable thereto. Such amendments shall be subject to approval by the City Council. Notice of the proposed amendments shall be furnished by the Clerk to the Board members no less than ten (10) days prior to the meeting at which the amendments are to be considered. A copy of the Bylaws, and any amendments thereto, will be filed with the office of the City Clerk.

#### **Article VI**

##### **Previously Adopted Bylaws Rescinded**

Upon adoption and approval of these Bylaws as provided herein, all previously adopted Bylaws governing the Board of Park Commissioners of the City of Wichita, Kansas, are and shall be hereby rescinded.

The above and foregoing Bylaws are hereby adopted as the Bylaws of the Board of Park Commissioners of the City of Wichita, Kansas and shall become effective on March 1, 2014.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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Bryan Frye, President

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Christina Butler, Clerk

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Mayor and City Council

**SUBJECT:** Contract Amendments with The Salvation Army

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

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**Recommendation:** Approve the contract amendment and authorize the necessary signatures.

**Background:** On August 20, 2013, the City Council approved an allocation of homeless assistance funds from the 2013-2014 Emergency Solutions Grant (ESG) to The Salvation Army for the operation of a homeless shelter. On July 1, 2013 a contract was drafted with The Salvation Army in the amount of \$21,000 for eligible activities during the period from July 1, 2013 through June 30, 2014.

**Analysis:** Due to a delay in processing by The Salvation Army, that contract was not fully executed until December 4, 2013. Following execution of the contract, it was determined that two dates were incorrectly identified in the contract. This amendment was drafted to make the necessary corrections and will not change the activities approved in the contract, which are currently underway.

**Financial Considerations:** There is no financial impact as a result of the contract amendment.

**Legal Considerations:** The Law Department has approved the contract amendment as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the contract amendment and authorize the necessary signatures.

**Attachments:** The Salvation Army contract amendment.

**First Amendment to the  
Contract Agreement between  
The City of Wichita Housing and Community Services Department and  
The Salvation Army**

**THIS CONTRACT AMENDMENT** is executed this 25<sup>th</sup> day of February, 2014, by and between the City of Wichita Housing and Community Services Department (hereinafter called the City) and The Salvation Army, (hereinafter called the Subrecipient).

**WITNESSETH THAT:**

**WHEREAS**, on August 20, 2013 the City of Wichita allocated \$21,000 in ESG funds for the execution of a Contract Agreement with Subrecipient for the approved activity; and

**WHEREAS**, on July 1, 2013, the above named entities were parties to a Contract Agreement with the caption as above set out and which details an award in the amount of \$21,000, and in which the date of the contract was erroneously identified as *the 1<sup>st</sup> day of January, 2013*;

**NOW, THEREFORE**, the above named parties hereby agree, covenant and contract that the terms of the original contract incorrectly dated the 1st day of January, 2013 are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

- Part A, first paragraph: THIS CONTRACT (hereinafter the “Agreement”) entered into this ~~1<sup>st</sup> day of January, 2013~~ **1<sup>st</sup> day of July, 2013** by and between the City of Wichita, Kansas (hereinafter the “City”) and The Salvation Army, (hereinafter the “Subrecipient”), located at 350 N. Market, Wichita, Kansas.
- Part A, ninth paragraph: WHEREAS on ~~December 18, 2012~~, **August 20, 2013**, the Wichita City Council allocated \$21,000 in ESG funds for the execution of the approved activity;

**SUBRECIPIENT**

---

Bramwell Higgins  
Center of Hope, Inc.

**CITY OF WICHITA**

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Carl Brewer, Mayor

**ATTEST:**

---

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

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Gary E. Rebenstorf, City Attorney  
City of Wichita

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Mayor and City Council

**SUBJECT:** Notice of Intent to Use Debt Financing  
Airfield Pavements and Medium Voltage Electrical Infrastructure  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Consent

---

**Recommendation:** Adopt the Resolution.

**Background:** The Airport Authority relies on the City of Wichita for the issuance of general obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment, needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of general obligation bonds for long term financing.

**Analysis:** In a concurrent agenda item, the City Council, sitting as the Wichita Airport Authority, will take action on a request to initiate a capital budget for the extension of primary electrical service and construction of two taxiway entrances to a tenant development. To correspond with that action, this Resolution reflects the estimated project cost to be financed through the issuance of general obligation debt.

**Financial Considerations:** The project budget requested is \$220,000, exclusive of interest on financing, administrative and financing costs which will be financed with general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

**Legal Considerations:** The Law Department has reviewed and approved the Authorizing Resolution as to form.

**Recommendation/Action:** It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

**Attachments:** Authorizing Resolution.

**RESOLUTION NO. 14-066**

**RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City” or the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the “Authority”); and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the “Act”) to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

**WHEREAS**, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements consisting of the extension of primary electrical service and construction of two taxiway entrances to a tenant development at the Wichita Mid-Continent Airport (the “Project”) and to provide for the payment of the costs thereof by the issuance of general obligation bonds of the City.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired at an estimated cost of \$220,000 in accordance with specifications prepared or approved by the Authority.

**Section 2. Project Financing.** The costs of the Project, interest on financing and administrative and financing costs shall be payable by the Authority and financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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**ADOPTED** by the City Council of the City of Wichita, Kansas, on February 25, 2014.

(SEAL)

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Gary E. Rebenstorf, Director of Law

**City of Wichita  
City Council Meeting  
February 25, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Notice of Intent to Use Debt Financing  
General Aviation Apron Repair  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Consent

---

**Recommendation:** Adopt the Resolution.

**Background:** The Airport Authority relies on the City of Wichita for the issuance of general obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment, needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of general obligation bonds for long term financing.

**Analysis:** In a concurrent agenda item, the City Council, sitting as the Wichita Airport Authority, will take action on a request to initiate a capital budget for repairs to the General Aviation Apron. To correspond with that action, this Resolution reflects the estimated project cost to be financed through the issuance of general obligation debt.

**Financial Considerations:** The project budget requested is \$505,000, exclusive of interest on financing, administrative and financing costs which will be financed with general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

**Legal Considerations:** The Law Department has reviewed and approved the Authorizing Resolution as to form.

**Recommendation/Action:** It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

**Attachments:** Authorizing Resolution.

**RESOLUTION NO. 14-067**

**RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City” or the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the “Authority”); and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the “Act”) to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

**WHEREAS**, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements consisting of repairs to the General Aviation apron at the Wichita Mid-Continent Airport (the “Project”) and to provide for the payment of the costs thereof by the issuance of general obligation bonds of the City.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired at an estimated cost of \$505,000 in accordance with specifications prepared or approved by the Authority.

**Section 2. Project Financing.** The costs of the Project, interest on financing and administrative and financing costs shall be payable by the Authority and financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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**ADOPTED** by the City Council of the City of Wichita, Kansas, on February 25, 2014.

(SEAL)

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Gary E. Rebenstorf, Director of Law

**City of Wichita  
City Council Meeting  
February 25, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Notice of Intent to Use Debt Financing  
Passenger Boarding Bridges  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Consent

---

**Recommendation:** Adopt the Resolution.

**Background:** The Airport Authority relies on the City of Wichita for the issuance of general obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment, needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of general obligation bonds for long term financing.

**Analysis:** On February 11, 2014, the City Council, sitting as the Wichita Airport Authority, took action on a request to initiate a capital budget for the acquisition of passenger boarding bridges for the new terminal. To correspond with that action, this Resolution reflects the estimated project cost to be financed through the issuance of general obligation debt.

**Financial Considerations:** The project budget approved is \$9,600,000, exclusive of interest on financing, administrative and financing costs which will be financed with general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

**Legal Considerations:** The Law Department has reviewed and approved the Authorizing Resolution as to form.

**Recommendation/Action:** It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

**Attachments:** Authorizing Resolution.

**RESOLUTION NO. 14-068**

**RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City” or the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the “Authority”); and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the “Act”) to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

**WHEREAS**, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements consisting of the acquisition of passenger boarding bridges for the new terminal at the Wichita Mid-Continent Airport (the “Project”) and to provide for the payment of the costs thereof by the issuance of general obligation bonds of the City.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired at an estimated cost of \$9,600,000 in accordance with specifications prepared or approved by the Authority.

**Section 2. Project Financing.** The costs of the Project, interest on financing and administrative and financing costs shall be payable by the Authority and financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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**ADOPTED** by the City Council of the City of Wichita, Kansas, on February 25, 2014.

(SEAL)

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Gary E. Rebenstorf, Director of Law

**City of Wichita  
City Council Meeting  
February 25, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Notice of Intent to Use Debt Financing  
South Maintenance Yard Improvements  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Consent

---

**Recommendation:** Adopt the Resolution.

**Background:** The Airport Authority relies on the City of Wichita for the issuance of general obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment, needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of general obligation bonds for long term financing.

**Analysis:** On January 28, 2014, the City Council, sitting as the Wichita Airport Authority, took action on a capital budget for the construction of an equipment storage building at the South Maintenance Yard on Mid-Continent Airport, along with paving and drainage improvements. To correspond with that action, this Resolution reflects the estimated project cost to be financed through the issuance of general obligation debt.

**Financial Considerations:** The project budget approved is \$3,035,000, exclusive of interest on financing, administrative and financing costs which will be financed with general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

**Legal Considerations:** The Law Department has reviewed and approved the Authorizing Resolution as to form.

**Recommendation/Action:** It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

**Attachments:** Authorizing Resolution.

**RESOLUTION NO. 14-069**

**RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City” or the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the “Authority”); and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the “Act”) to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

**WHEREAS**, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements consisting of the construction of an equipment storage building along with paving and drainage improvements at the Wichita Mid-Continent Airport (the “Project”) and to provide for the payment of the costs thereof by the issuance of general obligation bonds of the City.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired at an estimated cost of \$3,035,000 in accordance with specifications prepared or approved by the Authority.

**Section 2. Project Financing.** The costs of the Project, interest on financing and administrative and financing costs shall be payable by the Authority and financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the City Council of the City of Wichita, Kansas, on February 25, 2014.

(SEAL)

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Gary E. Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Mayor and City Council

**SUBJECT:** Cooperative Agreement with Butler County (Andover)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the agreement.

**Background:** Butler County is replacing the Fourmile Creek Bridge south of Harry on Butler Road as part of a larger road project.

**Analysis:** The City of Wichita has a waterline within Butler County owned public right-of-way that must be relocated. Butler County is managing this Kansas Department of Transportation project, which will construct the waterline relocation as part of the road improvement project. Allowing Butler County to bid and construct the waterline relocation will provide a cost benefit to the City and will ease construction coordination efforts.

The agreement allows the new waterline to remain in County right-of-way and gives Butler County authority to bid, contract and administer the project. Wichita will perform all inspection services related to the waterline, and will reimburse Butler County for right-of-way costs and construction costs related to the waterline relocation.

**Financial Considerations:** Right-of-way costs are estimated to be \$4,718 and construction costs are estimated to not exceed \$120,000. Funding for this project is available in the previously approved 2014 Water Mains Replacement or Relocation (W-67) budget. The project will be funded from future revenue bonds or sewer utility and water utility cash reserves.

**Legal Considerations:** The agreement has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the agreement and authorize all necessary signatures for the acquisition or granting of easements, utility relocation agreements, required permits and authorize the necessary signatures.

**Attachments:** Agreement.

## **AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Wichita, Kansas (“Wichita”), and Butler County, Kansas (“Butler County”).

## **RECITALS**

WHEREAS, Wichita and Butler County are authorized to enter into agreements pursuant to K.S.A. 12—2908, as amended; and

WHEREAS, Butler County desires to make improvements to Butler County Fourmile Creek Bridge South of Harry on Butler Rd (the “Project”) known as Project No. 8 N-0549-01; and

WHEREAS, a waterline owned by Wichita situated on public road right-of-way owned by County must be relocated as portion of the Project; and

WHEREAS, Butler County is willing to administer, acquire right-of-way on land located within Butler County, bid and construct the Project; and

NOW, THEREFORE, for and in consideration of the mutual benefits, promises and covenants, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for the construction and financing of the waterline relocation portion of Project. The improvements will consist of the reconstruction and widening of SW Butler Rd south of Harry St for approximately 3000 feet to a four-lane divided urban section with curbs, guttering, sidewalks, and storm sewers; and the replacement of the SW Butler Rd Bridge over Fourmile Creek with two (2) new bridges.

2. **Manner of Completion and Financing.** The Project shall be completed and financed in the following manner:

a. Butler County agrees to acquire right-of-way necessary for the waterline relocation portion of the Project.

b. Butler County agrees to allow Wichita to relocate its waterline as part of the Project. Said waterline relocation will be within public road right-of-way.

c. Wichita acknowledges and agrees that the primary use of the public road right-of-way is for road, bridge and drainage purposes. Any portion of the waterline located within public road right-of-way either now or in the future is subject to relocation for improvements and/or maintenance of roads, bridges and drainages at the sole expense of Wichita.

d. Wichita agrees to pay for the costs of right-of-way acquisition from property necessary for the Project at the time of acquisition. Wichita agrees to pay for all costs of construction and other costs related to relocation of the waterline. 100 percent of the estimated cost of the waterline relocation work shall be paid immediately following letting and award of contract for Project. Remittance instructions shall be made by Butler County at the time of contract award. Upon completion of the Project or waterline relocation work, whichever occurs first, a final determination of waterline relocation costs will be tabulated. If the actual cost is greater than the amount(s) paid by Wichita, Wichita will pay the difference upon request by Butler County. If the actual cost is less than the amount(s) paid by Wichita, the difference will be remitted by Butler County to Wichita.

e. Butler County shall have final authority in regard to the bidding, contracting and administration of the Project. Wichita shall be responsible for all inspection services related to the waterline relocation portion of the Project.

f. To the extent permitted by law, Wichita does hereby release, discharge, indemnify and hold harmless Butler County, its agents, servants, and employees from any and all liabilities and damages of whatsoever nature and arising from whatsoever cause, relating to and arising from errors and omissions from the design of the Project or from errors and omissions resulting from the construction, means and methods used in the construction of the Project. This release and indemnification shall survive the termination of this Agreement.

g. The duration of this agreement is until the completion of the improvements on the Project.

**3. Entire Agreement.** The parties hereto declare and represent to each other that no promises, inducements or agreements not herein expressed have been made by the parties, and that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not mere recitals.

**4. Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Kansas.

**5. Amendments/Modifications Only in Writing.** This Agreement may be amended, modified, suspended or cancelled only by written instrument executed by the parties.

**6. Understanding of the Agreement.** Each of the parties has fully read this Agreement and received the assistance of independent legal counsel and understands each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF WICHITA, KANSAS

\_\_\_\_\_  
Carl Brewer, Mayor

Attest:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

-----

BUTLER COUNTY, KANSAS

By:\_\_\_\_\_  
XXXXXXXXXX, XXXXX

Attest:

\_\_\_\_\_  
Don Engels, County Clerk

**Second Reading Ordinances for February 25, 2014 (first read on February 11, 2014)**

**A. Abatement of Dangerous and Unsafe Structures.**

ORDINANCE NO. 49-665

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (BUILDING CONDEMNATION-DEMOLITION ) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

ORDINANCE NO. 49-666

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (BUILDING EMERGENCY BOARD-UP) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

**B. Nuisance Abatement Assessment, Lot Clean Up.**

ORDINANCE NO. 49-667

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (LOT CLEAN UP) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

**C. Nuisance Abatement Assessments, Cutting Weeds.**

ORDINANCE NO. 49-668

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF CUTTING WEEDS IN THE CITY OF WICHITA, KANSAS.

- D. **ZON2013-00038 and CON2013-00036 – Zone change request from LI Limited Industrial and LC Limited Commercial, subject to the DO Delano Neighborhood Overlay District, to CBD Central Business District, subject to the DO Delano Neighborhood Overlay District, and a Conditional Use to permit a “nightclub in the city” on property generally located north of West Douglas Avenue, east of North Handley Street, south of West Pearl Street and west of North Osage Street, addressed variously as 826, 822 and 818 West Douglas Avenue; 115 and 149 North Osage Street and 120 North Handley Street (District VI)**

ORDINANCE NO. 49-669

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

- E. **ZON2013-00039 – Zone change request from GO General Office to LC Limited Commercial, generally located east of North Woodlawn and ½ mile south of 29th Street North (2600 N. Woodlawn) (District I).**

ORDINANCE NO. 49-670

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

- F. **ZON2013-00041 – Zone change request from LC Limited Commercial to GC General Commercial, generally located south of East Pawnee and one block west of Hydraulic (1561 E. Pawnee) (District III).**

ORDINANCE NO. 49-671

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**City of Wichita  
City Council Meeting  
February 25, 2014**

**TO:** Mayor and City Council

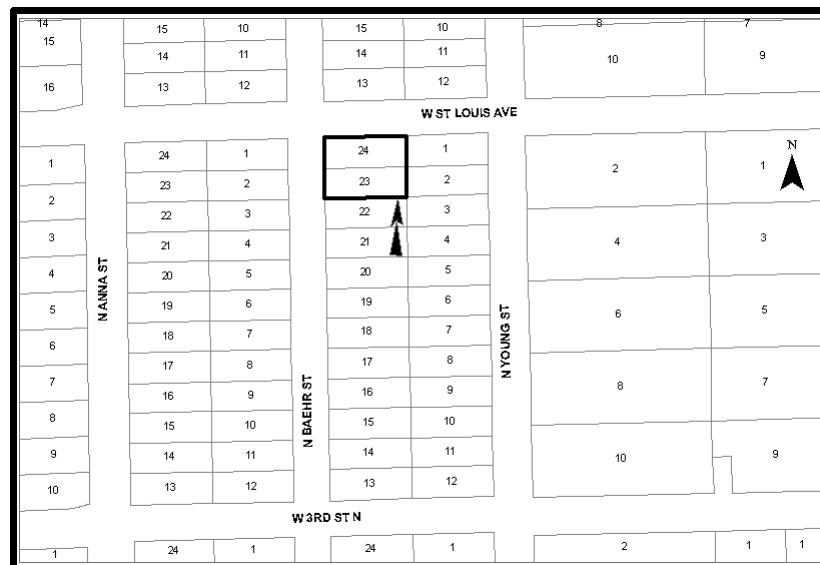
**SUBJECT:** No Protest Agreement for Paving for Lot Split LSP2014-00003 located south of Central, west of West Street (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Staff Recommendation:** Approve the Agreement.



**Background:** A No Protest Agreement for Paving (“Agreement”) was required by Public Works and Utilities Department for approval of a Lot Split (LSP2014-00003) for Lots 23 and 24, Block 5, Orchard Park Addition.

**Analysis:** The lot split will reconfigure two lots zoned SF-5 Single-Family Residential. This Agreement assures the City of Wichita that the property will be included in the improvement district for future paving of Baehr Street.

**Financial Considerations:** There are no financial considerations associated with the Agreement.

**Legal Considerations:** The Agreement has been approved as to form by the Law Department and will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council approve the Agreement.

**Attachments:** No Protest Agreement for Paving.

COPY

### AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Wichita, Kansas, party of the first part (hereinafter "City"), and Mennoite Housing Rehabilitation Services Inc. party of the second part (hereinafter "Owner").

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner and property owned by others; and

WHEREAS, Owner is the owner of real property legally described as:

Lots 23 and 24, Block 5, Orchard Park Addition, Sedgwick County, Kansas  
and

WHEREAS, Owner wishes to complete a lot split application for approval through the Wichita/Sedgwick County Planning Department.

WHEREAS, City wishes to insure that the said real property owned by Owner will be included in the improvement district responsible for that portion of the costs of said future improvement that are to be assessed pursuant to the provisions of K.S.A. 12-6a01 et seq.

NOW, THEREFORE, the parties hereto agree as follows:

1. City shall grant Owner's request for subject lot split to said real property, notwithstanding the fact that not all the public improvements normally required to be constructed prior to approval of this lot split having been constructed.

2. Owner, on his own behalf and on behalf of his heirs, assigns and successors in interest, irrevocably waives his right, pursuant to K.S.A. 12-6a06, to protest the commencement of the construction of paving improvements on Baehr from Third Street North to St Louis Avenue by City, but nothing contained herein shall be deemed to be a waiver by Owner of his right to challenge, pursuant to K.S.A. 12-6a11, the reasonableness of the portion of the cost of said construction assessed against Owner's said real property.

3. A copy of this agreement shall be recorded with the Register of Deeds and the promises herein made by Owner shall constitute covenants running with the land described herein.

IN WITNESS WHEREOF, said parties have set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner(s) please sign, then type or  
print name below signature:

  
Lou Confessori for Mennonite Housing  
Rehabilitation Services Inc - Owner

CITY OF WICHITA

By: \_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

STATE OF KANSAS     )  
                                  ) SS  
SEDGWICK COUNTY    )

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public, in and for the County and State aforesaid, came \_\_\_\_\_, Owner, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

SEAL

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF KANSAS     )  
                                  ) SS  
SEDGWICK COUNTY    )

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor of the City of Wichita, Kansas, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

SEAL

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Mayor and City Council

**SUBJECT:** VAC2013-00039 - Request to vacate a portion of public street right-of-way and a platted setback, on property generally located midway between 127th Street East and Greenwich Road west of Jackson Heights Street, on the south portion of East Central Avenue. (District II)

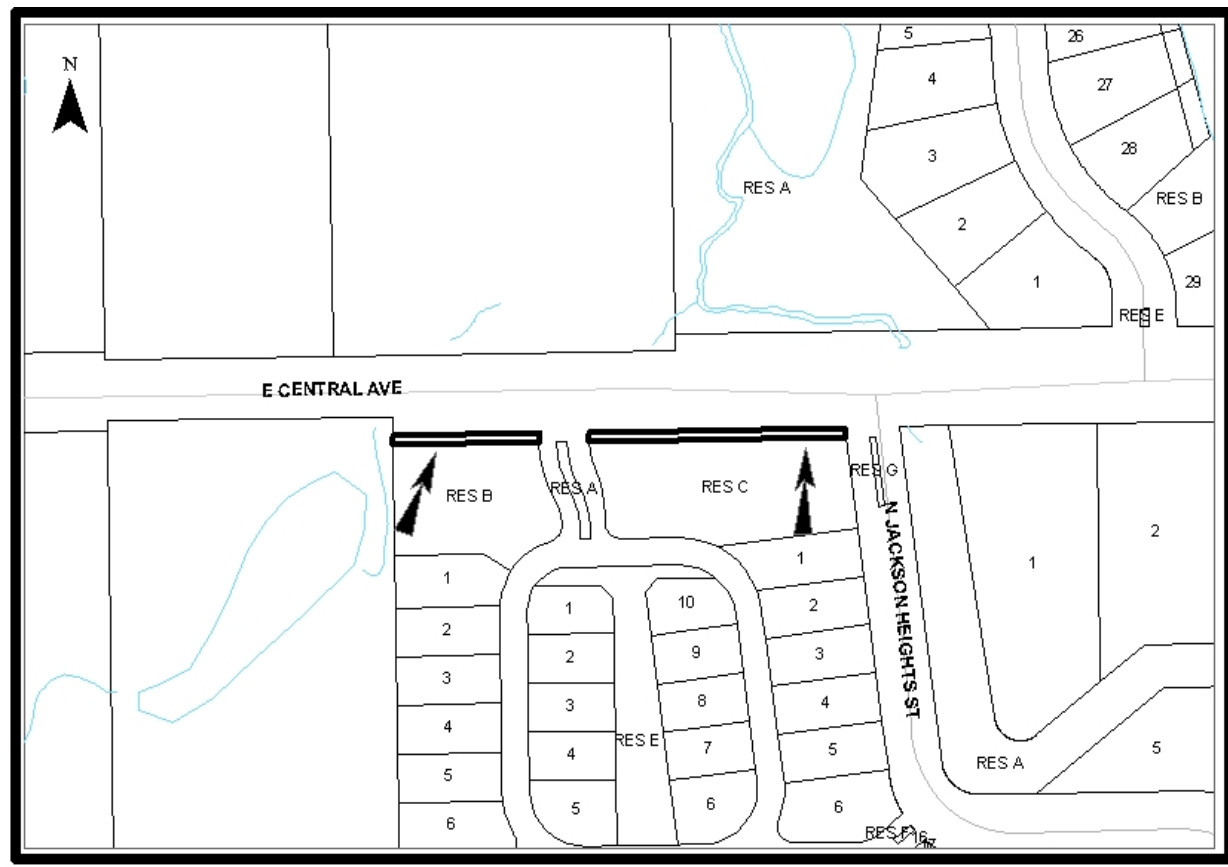
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**MAPD Staff Recommendations:** The MAPD staff recommended approval.

**MAPC Recommendation:** The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request (8-0).



**Background:** The applicant proposes to vacate the south 10 feet of the East Central Avenue public street right-of-way abutting the north sides of Reserves B and C, and the platted 5 foot setback that runs parallel to the north side of Reserve B, all in the Frontgate Addition. East Central Avenue is a minor arterial at this location. Sewer and Stormwater are located in the proposed area of the vacation of the south 10 feet of Central Avenue. All utilities located within Reserves B & C will be confined to easements (per the platlor's text), which is what the vacated right-of-way will revert into. Drainage is already permitted in both reserves.

**Analysis:** The MAPC voted (8-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Legal Considerations:** The Law Department has reviewed and approved the Vacation Order, dedications of a drainage easement, a utility easement, and a setback by separate instruments and a restrictive covenant binding and tying the described vacated public street right-of-way to the described abutting reserves as to form. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

**Attachments:**

- Vacation Order
- Dedication of a drainage easement by separate instrument
- Dedication of a utility easement by separate instrument
- Dedication of a setback by separate instrument
- A restrictive covenant binding and tying the described vacated public street right-of-way to the described abutting reserves

**BEFORE THE CITY COUNCIL OF THE  
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A )  
PORTION OF PUBLIC STREET RIGHT-OF-WAY )  
& A PLATTED SETBACK )**

**GENERALLY LOCATED MIDWAY BETWEEN )  
127<sup>TH</sup> STREET EAST AND GREENWICH ROAD, )  
WEST OF JACKSON HEIGHTS STREET, ON THE )  
SOUTH PORTION OF CENTRAL AVENUE )**

**Case No. VAC2013-00039**

**MORE FULLY DESCRIBED BELOW**

**VACATION ORDER**

NOW on this 25<sup>th</sup> day of February , 2014, comes on for hearing the petition for vacation filed by Frontgate Developers, LLC, (applicant), c/o Mark Hutton, praying for the vacation of the following described portion of public street right-of-way and a platted setback, to-wit:

Vacated Right-of-Way Legal Description #1: That part of Central Avenue as dedicated in Frontgate Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the northwest corner of Reserve "C" in said Frontgate Addition; thence N89°03'07"E along the north line of said Reserve "C", 102.87 feet to a deflection corner in said north line, said deflection corner also being on the quarter section line common to the Northwest Quarter and the Northeast Quarter of Section 22, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence N89°02'24"E along the north line of said Reserve "C", 193.26 feet to the northeast corner of said Reserve "C"; thence

N07°28'18"W along the northerly extension of the east line of said Reserve "C", 10.06 feet to a point 50.00 feet normally distant south of the north line of said Northeast Quarter; thence S89°02'24"W parallel with the north line of said Northeast Quarter, 192.10 feet to a point on the quarter section line common to said Northeast Quarter and said Northwest Quarter; thence S89°03'07"W parallel with and 50.00 feet normally distant south of the north line of said Northwest Quarter, 102.88 feet to the intersection with a line described as beginning at the northwest corner of said Reserve "C" and bearing N00°56'53"W perpendicular to the north line of said Northwest Quarter; thence S00°56'53"E along the last described line, 10.00 feet to the point of beginning.

&

Vacated Right-of-Way Legal Description #2: That part of Central Avenue as dedicated in Frontgate Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the northwest corner of Reserve "B" in said Frontgate Addition; thence N89°03'07"E along the north line of said Reserve "B", 169.10 feet to the northeast corner of said Reserve "B"; thence N00°56'53"W perpendicular to the north line of the Northwest Quarter of Section 22, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, 10.00 feet to a point 50.00 feet normally distant south of the north line of said Northwest Quarter; thence S89°03'07"W parallel with the north line of said Northwest Quarter, 169.08 feet to the intersection with the northerly extension of the west line of said Reserve "B"; thence S00°51'54"E along said extended west line, 10.00 feet to the point of beginning.

&

Vacated Building Setback Legal Description: The 5.00 foot building setback along the north line of Reserve "B" as granted in Frontgate Addition, Wichita, Sedgwick County, Kansas, EXCEPT the east 5.00 feet thereof.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on October 31, 2013, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the above described portion of the public street right-of-way and the platted setback and the public will suffer no loss or inconvenience thereby.
3. Dedications of a drainage easement, a utility easement, and a setback by separate instruments and a restrictive covenant binding and tying the described vacated public street right-

of-way to the described abutting reserves will be recorded with this Vacation Order at the Sedgwick County Register of Deeds.

4. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the portion of the public street right-of-way and the platted setback, described herein, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 25<sup>th</sup> day of February, 2014, ordered that the above described portion of public street right-of-way and the platted setback is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

Approved as to Form:

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Gary Rebenstorf, Director of Law

COPY

**DRAINAGE EASEMENT**

This EASEMENT made this 24<sup>th</sup> day of November, 2013, by and between Frontgate Developers LLC, a Kansas limited liability company, party of the first part, and the City of Wichita of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, repairing and accessing a drainage system over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

A tract of land in the Northeast Quarter of Section 22, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Beginning at the northeast corner of Reserve "C", Frontgate Addition, Wichita, Sedgwick County, Kansas; thence N07°28'18"W along the northerly extension of the east line of said Reserve "C", 10.06 feet to a point 50.00 feet normally distant south of the north line of said Northeast Quarter; thence S89°02'24"W parallel with the north line of said Northeast Quarter, 5.03 feet to a point 5.00 feet normally distant westerly of the northerly extension of the east line of said Reserve "C"; thence S07°28'18"E parallel with the northerly extension of the east line of said Reserve "C", 10.06 feet to a point on the north line of said Reserve "C"; thence N89°02'24"E along the north line of said Reserve "C", 5.03 feet to the point of beginning.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, repairing, and accessing said drainage system.

1

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.

Frontgate Developers LLC

By: Mark E. Hutton  
Mark E. Hutton, Manager

STATE OF KANSAS            )  
SEDGWICK COUNTY        )    SS:

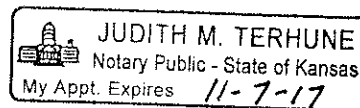
BE IT REMEMBERED, that on this 21<sup>st</sup> day of November, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Mark E. Hutton as Manager of Frontgate Developers LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:



\_\_\_\_\_  
Gary E. Rebenstorff, Director of Law

COPY

**UTILITY EASEMENT**

THIS EASEMENT made this 7<sup>th</sup> day of January, 2014, by and between Frontgate Developers LLC, a Kansas limited liability company, party of the first part, and the City of Wichita, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party, for the benefit of the public, a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer, and all other public utilities, over, along, and under the following-described real estate situated in Sedgwick County, Kansas, to-wit:

(SEE ATTACHED EXHIBIT 'A')

And said second party, for the benefit of the public, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer, all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.

Frontgate Developers LLC

By: 

Benjamin Hutton, Manager

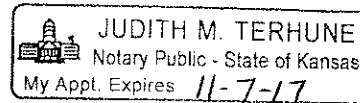
STATE OF KANSAS            )  
SEDGWICK COUNTY        )       SS:

BE IT REMEMBERED, that on this 7<sup>th</sup> day of January, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Benjamin Hutton as Manager of Frontgate Developers LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17)



Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**EXHIBIT 'A'**

That part of Central Avenue as dedicated in Frontgate Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the northwest corner of Reserve "C" in said Frontgate Addition; thence N89°03'07"E along the north line of said Reserve "C", 15.00 feet to the intersection with the east line of a 15.00 foot street, drainage, and utility easement as granted in said Frontgate Addition; thence N00°56'53"W perpendicular to the north line of the Northwest Quarter of Section 22, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, 10.00 feet to a point 50.00 feet normally distant southerly of the north line of said Northwest Quarter; thence S89°03'07"W parallel with and 50.00 normally distant southerly of the north line of said Northwest Quarter, 15.00 feet to the intersection with a line described as beginning at the northwest corner of said Reserve "C" and bearing N00°56'53"W perpendicular to the north line of said Northwest Quarter; thence S00°56'53"E along the last described line, 10.00 feet to the point of beginning.

**AND**

That part of Central Avenue as dedicated in Frontgate Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the northeast corner of Reserve "B" in said Frontgate Addition; thence S89°03'07"W along the north line of said Reserve "B", 28.18 feet to the intersection with the westerly line of an utility easement as granted in said Frontgate Addition; thence N21°29'04"W along the extension of the westerly line of said utility easement, 10.68 feet to a point 50.00 feet normally distant southerly of the north line of the Northwest Quarter of Section 22, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence N89°03'07"E parallel with and 50.00 normally distant southerly of the north line of said Northwest Quarter, 31.93 feet to the intersection with a line described as beginning at the northeast corner of said Reserve "B" and bearing N00°56'53"W perpendicular to the north line of said Northwest Quarter; thence S00°56'53"E along the last described line, 10.00 feet to the point of beginning.

COPY

### **BUILDING SETBACK RESTRICTION**

THIS BUILDING SETBACK RESTRICTION ("Restriction"), made and entered into this 7<sup>th</sup> day of January, 2014, by Frontgate Developers, LLC, a Kansas limited liability company, (hereafter "Frontgate"). Frontgate agrees and binds themselves to the following covenants:

1. Frontgate owns the real property (the "property") located in Wichita, Sedgwick County, Kansas, described as follows:

Reserve "B",  
**Frontgate Addition,**  
Wichita, Sedgwick County, Kansas

2. Frontgate is currently processing a vacation case (hereafter "Case") for the portion of Central Ave. and the five (5) foot building setback located in Reserve "B" lying adjacent to the north line of said Reserve "B, Frontgate Addition and as a condition of said Case, the Wichita-Sedgwick County Metropolitan Area Planning Commission has requested this Restriction.

3. Frontgate hereby establishes a five foot (5') building setback on that part of Central Ave. being vacated in said Case, described as follows:

The north 5.00 feet and the east 5.00 feet of that part of Central Avenue as dedicated in Frontgate Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the northwest corner of Reserve "B" in said Frontgate Addition; thence N89°03'07"E along the north line of said Reserve "B", 169.10 feet to the northeast corner of said Reserve "B"; thence N00°56'53"W perpendicular to the north line of the Northwest Quarter of Section 22, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, 10.00 feet to a point 50.00 feet normally distant south of the north line of said Northwest Quarter; thence S89°03'07"W parallel with the north line of said Northwest Quarter, 169.08 feet to the intersection with the northerly extension of the west line of said Reserve "B"; thence S00°51'54"E along said extended west line, 10.00 feet to the point of beginning.

4. This Restriction shall extend to and be binding upon future owners of the property and shall inure to the benefit of Frontgate.

This restriction is effective the date and year first written above.

Frontgate Developers LLC

By: Benjamin Hutton  
Benjamin Hutton, Manager

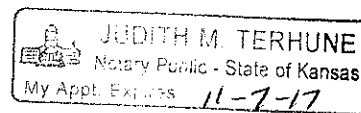
STATE OF KANSAS            )  
SEDGWICK COUNTY        )       SS:

BE IT REMEMBERED, that on this 7<sup>th</sup> day of January, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Benjamin Hutton as Manager of Frontgate Developers LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17)



Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

COPY

**RESTRICTIVE COVENANT**

THIS DECLARATION, made this 7<sup>th</sup> day of January, 2014, by Frontgate Developers, LLC, a Kansas limited liability company hereinafter called "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of the following described real properties:

**PARCEL 'A'**

Reserve "B"

Frontgate Addition,  
Wichita, Sedgwick County, Kansas

**PARCEL 'B'**

Reserve "C"

Frontgate Addition,  
Wichita, Sedgwick County, Kansas

WHEREAS, Declarant is in the process of vacating a portion of Central Ave. adjacent to said Parcel "A", described below as Parcel "C" below,

**PARCEL 'C'**

That part of Central Avenue as dedicated in Frontgate Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the northwest corner of Reserve "B" in said Frontgate Addition; thence N89°03'07"E along the north line of said Reserve "B", 169.10 feet to the northeast corner of said Reserve "B"; thence N00°56'53"W perpendicular to the north line of the Northwest Quarter of Section 22, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, 10.00 feet to a point 50.00 feet normally distant south of the north line of said Northwest Quarter; thence S89°03'07"W parallel with the north line of said Northwest Quarter, 169.08 feet to the intersection with the northerly extension of the west line of said Reserve "B"; thence S00°51'54"E along said extended west line, 10.00 feet to the point of beginning.

and,

WHEREAS, Declarant is in the process of vacating a portion of Central Ave. adjacent to said Parcel "B", described below as Parcel "D" below,

**PARCEL 'D'**

That part of Central Avenue as dedicated in Frontgate Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the northwest corner of Reserve "C" in said Frontgate Addition; thence N89°03'07"E along the north line of said Reserve "C", 102.87 feet to a deflection corner in said north line, said deflection corner also being on the quarter section line common to the Northwest Quarter and the Northeast Quarter of Section 22, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence N89°02'24"E along the north line of said Reserve "C", 193.26 feet to the northeast corner of said Reserve "C"; thence N07°28'18"W along the northerly extension of the east line of said Reserve "C", 10.06 feet to a point 50.00 feet normally distant south of the north line of said Northeast Quarter; thence S89°02'24"W parallel with the north line of said Northeast Quarter, 192.10 feet to a point on the quarter section line common to said Northeast Quarter and said Northwest Quarter; thence S89°03'07"W parallel with and 50.00 feet normally distant south of the north line of said Northwest Quarter, 102.88 feet to the intersection with a line described as beginning at the northwest corner of said Reserve "C" and bearing N00°56'53"W perpendicular to the north line of said Northwest Quarter; thence S00°56'53"E along the last described line, 10.00 feet to the point of beginning.

and,

WHEREAS, as a condition of this vacation case, the Wichita-Sedgwick County Metropolitan Area Planning Commission has required this covenant,

and,

WHEREAS, Declarant agrees that said Parcel "C" and said Parcel "D" shall be restricted to the same usages as those listed in the owner's dedication paragraph for Reserve "B" and Reserve "C", Frontgate Addition, Wichita, Kansas by virtue of this Restrictive Covenant.

NOW, THEREFORE, Declarant hereby declares that, for and in consideration of the recitals, Declarant hereby covenants and agrees as follows:

1. Parcel "A" and Parcel "C" described above, shall be tied together as one ownership, and under this ownership, shall be conveyed, encumbered, improved, operated and otherwise used together as one undivided parcel.

2. Parcel "B" and Parcel "D" described above, shall be tied together as one ownership, and under this ownership, shall be conveyed, encumbered, improved, operated and otherwise used together as one undivided parcel.

3. Parcel "C" and said Parcel "D" shall be restricted to the same usages as those listed in the owner's dedication paragraph for Reserve "B" and Reserve "C", Frontgate Addition, Wichita, Kansas by virtue of this Restrictive Covenant.

This covenant shall remain in force until said Parcel "A", Parcel "B", Parcel "C", and/or Parcel "D" are re-platted or this Restrictive Covenant is released through a public hearing process.

This covenant shall run with said lots and shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title for the above described tracts located in Wichita, Sedgwick County, Kansas.

Frontgate Developers LLC

By: Benjamin Hutton  
Benjamin Hutton, Manager

STATE OF KANSAS            )  
SEDGWICK COUNTY        )    SS:

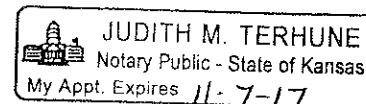
BE IT REMEMBERED, that on this 7<sup>th</sup> day of January, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Benjamin Hutton as Manager of Frontgate Developers LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:



\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Wichita Housing Authority Board

**SUBJECT:** Section 8 Management Assessment Program (SEMAP) Certification

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Wichita Housing Authority (Consent)

---

**Recommendation:** Approve submission of the 2013 Section 8 Management Assessment Program (SEMAP) certification and authorize the necessary signatures.

**Background:** On October 6, 1998, the U.S. Department of Housing and Urban Development (HUD) issued the final rule for the Section 8 Management Assessment Program (SEMAP), a system designed for Public Housing Authorities (PHAs) managing Section 8 Housing Choice Voucher programs to self-assess performance, efficiency and compliance on an annual basis.

**Analysis:** PHAs are required to complete the self-assessment utilizing 14 specific indicators, and to submit certified results to HUD within 60 days of fiscal year end. The Wichita Housing Authority's (WHA's) fiscal year ended on December 31, 2013, so the self-assessment and certification must be submitted to HUD by no later than March 1, 2014.

Following is a list of the SEMAP indicators:

1. Selection from the Waiting List (15 points): The PHA has a written policy for the selection of applicants and follows these policies when selecting applicants from the waiting list.
2. Reasonable Rent (20 points): The PHA has implemented written methods to determine reasonable rents.
3. Determination of Adjusted Income (20 points): The PHA correctly determines adjusted annual income.
4. Utility Allowance Schedule (5 points): The PHA maintains up-to-date utility allowance schedules.
5. Housing Quality Standard (HQS) Quality Control Inspections (5 points): A PHA supervisor re-inspects a sample of units for quality control purposes.
6. HQS Enforcement (10 points): HQS inspection deficiencies are corrected in a timely manner.
7. Expanding Housing Opportunities (5 points): The PHA has adopted and implemented a written policy to encourage participation in areas outside poverty or minority concentrations.
8. Fair Market Rent limit and Payment Standards (5 points): Gross rents for 98% of new units leased are applicable and reasonable.

9. Annual Reexaminations (10 points): The PHA completes an annual reexamination for each tenant, as required.
10. Correct Tenant Rent Calculations (5 points): The PHA correctly calculates tenant rents.
11. Pre-Contract HQS Inspections (5 points): Newly leased units pass HQS before the beginning date of the lease.
12. Annual HQS Inspections (10 points): The PHA inspects each unit under contract on an annual basis, in a timely manner.
13. Lease up (20 points): The PHA enters into assistance contracts for the number of units under budget for at least one year. The standard is 98%.
14. Family Self-Sufficiency Enrollment and Escrow Accounts (10 points): Measures the percentage of required families enrolled in FSS program and the percentage having escrow accounts. The standards are 80% and 30%, respectively.

The total number of points to be awarded is 145. A PHA with a SEMAP score of at least 90% is rated “High Performer” and a PHA with a SEMAP score of 60-89% is rated “Standard Performer”. A PHA with a SEMAP score of less than 60% is rated “Troubled”, is subject to an onsite review by HUD and is required to develop a corrective action plan.

Based on the self-assessment, the WHA’s Section 8 Housing Choice Voucher program will be rated “Standard Performer” for fiscal year 2013.

**Financial Considerations:** None.

**Legal Considerations:** The Law Department has reviewed the SEMAP certification document and approved it as to form.

**Recommended Actions:** It is recommended that the Wichita Housing Authority Board approve submission of the 2013 Section 8 Management Assessment Program (SEMAP) certification, and authorize the necessary signatures.

**Attachment:** SEMAP Certification.

# Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0215  
(exp. 9/30/2013)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

**Instructions** Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
----------	--------------------------------	------------------------------

**Check here if the PHA expends less than \$300,000 a year in Federal awards** ☐

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

## Performance Indicators

1. Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))

(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

**PHA Response** Yes ☐ No ☐

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

**PHA Response** Yes ☐ No ☐

2. Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

**PHA Response** Yes ☐ No ☐

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

**PHA Response** ☐ At least 98% of units sampled ☐ 80 to 97% of units sampled ☐ Less than 80% of units sampled

3. Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

**PHA Response** ☐ At least 90% of files sampled ☐ 80 to 89% of files sampled ☐ Less than 80% of files sampled

4. Utility Allowance Schedule. (24 CFR 982.517)

The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

**PHA Response** Yes ☐ No ☐

5. HQS Quality Control Inspections. (24 CFR 982.405(b))

A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

**PHA Response** Yes ☐ No ☐

6. HQS Enforcement. (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

**PHA Response** ☐ At least 98% of cases sampled ☐ Less than 98% of cases sampled

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).

**Applies only to PHAs with jurisdiction in metropolitan FMR areas.**

**Check here if not applicable** ☐

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

**PHA Response** Yes ☐ No ☐

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

**PHA Response** Yes ☐ No ☐

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

**PHA Response** Yes ☐ No ☐

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

**PHA Response** Yes ☐ No ☐

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

**PHA Response** Yes ☐ No ☐

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

**PHA Response** Yes ☐ No ☐

8. Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

**PHA Response** Yes ☐ No ☐

Enter current FMRs and payment standards (PS)

0-BR FMR _____	1-BR FMR _____	2-BR FMR _____	3-BR FMR _____	4-BR FMR _____
PS _____	PS _____	PS _____	PS _____	PS _____

**If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.**

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

**PHA Response** Yes ☐ No ☐

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

**PHA Response** Yes ☐ No ☐

11. Precontract HQS Inspections. Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFR 982.305)

**PHA Response** Yes ☐ No ☐

12. Annual HQS Inspections. The PHA inspects each unit under contract at least annually. (24 CFR 982.405(a))

**PHA Response** Yes ☐ No ☐

13. Lease-Up. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year.

**PHA Response** Yes ☐ No ☐

- 14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)

**Applies only to PHAs required to administer an FSS program.**

**Check here if not applicable** ☐

**PHA Response**

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)


or, Number of mandatory FSS slots under HUD-approved exception

b. Number of FSS families currently enrolled

c. Portability: If you are the **initial** PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

**Applies only to PHAs required to administer an FSS program .**

**Check here if not applicable** ☐

**PHA Response**

**Yes** ☐

**No** ☐

Portability: If you are the **initial** PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

**Deconcentration Bonus Indicator** (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
- (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;

**or**

- (3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

**PHA Response**

**Yes** ☐

**No** ☐

**If yes, attach completed deconcentration bonus indicator addendum.**

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Executive Director, signature Mary K. Vaughn

Chairperson, Board of Commissioners, signature Carl Brewer, Mayor

Date (mm/dd/yyyy) \_\_\_\_\_

Date (mm/dd/yyyy) \_\_\_\_\_

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

# SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) \_\_\_\_\_

PHA Name \_\_\_\_\_

Principal Operating Area of PHA \_\_\_\_\_  
(The geographic entity for which the Census tabulates data)

**Special Instructions for State or regional PHAs** Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area \_\_\_\_\_

## Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1) \_\_\_\_\_ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
- \_\_\_\_\_ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
- \_\_\_\_\_ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).

Is line c 50% or more? Yes ☐ No ☐

- 2) \_\_\_\_\_ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.
- \_\_\_\_\_ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
- \_\_\_\_\_ c. Number of Section 8 families with children who moved during the last completed PHA FY.
- \_\_\_\_\_ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes ☐ No ☐

- 3) \_\_\_\_\_ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.
- \_\_\_\_\_ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
- \_\_\_\_\_ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.
- \_\_\_\_\_ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes ☐ No ☐

**If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.**

**See instructions above concerning bonus points for State and regional PHAs.**

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Wichita Housing Authority Board

**SUBJECT:** 2014 Utility Allowance Schedule – Section 8 Housing Choice Voucher Program

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Wichita Housing Authority (Consent)

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**Recommendation:** Approve the 2014 Utility Allowance Schedule for the Section 8 Housing Choice Voucher Program, to be effective on May 1, 2014.

**Background:** The Quality Housing and Work Responsibilities Act of 1998, requires Housing Authorities to conduct an annual review of utility allowances. If there has been an increase/decrease of 10% or more in a utility rate, the allowance must be revised. The adjusted allowances are subtracted from the tenant's adjusted gross rent to provide the net amount payable to landlords as rent, and are based on actual rates, average consumption estimates and adjustments for structure type and number of bedrooms. Utility allowances are not a direct compensation to the tenant for their utility consumption.

The Wichita Housing Authority Board must review and approve the utility allowances prior to implementation by the Wichita Housing Authority.

**Analysis:** Section 8 Housing Choice Voucher Program staff reviewed utility rates using information provided by utility suppliers to determine the appropriate consumption for an energy-conserving household by structure type and bedroom size. The base electric rate has increased 34% from \$9.00 to \$12.00 since 2013. This increase meets the threshold to require a revision of the Utility Allowance Schedule. The recommended utility allowances reflect increases for electric.

Staff analysis of the remaining utility costs confirmed that there were no increases above the 10% threshold and therefore there is no need to change the allowances for water, sewer, gas, air conditioning, and trash collection. The 2014 rates will remain the same as the 2013 rates for these utilities. Even though the Wichita Housing Authority requires that the landlord provide the stove and refrigerator before the unit can pass the initial inspection, the cost to rent or purchase these appliances must be included in the Utility Allowance Schedule. These costs also will not change for 2014.

**Financial Considerations:** This action is required by the U.S. Department of Housing and Urban Development (HUD). Because the Housing Authority's budget includes the same payment standard as 2013, adopting the new utility allowances for 2014 will not affect the Wichita Housing Authority budget.

**Legal Considerations:** The Law Department has reviewed and approved the schedule as to form.

**Recommended Action:** It is recommended that the Wichita Housing Authority Board approve the 2014 Utility Allowance Schedule for the Section 8 Housing Choice Voucher Program, to be effective on May 1, 2014.

**Attachment:** Utility Allowance Schedule.

**WICHITA HOUSING AUTHORITY  
SECTION 8 HOUSING CHOICE VOUCHER PROGRAM  
UTILITY ALLOWANCE SCHEDULE  
FOR THE WICHITA METROPOLITAN AREA – 2014**

**Structure Type:** Single Family – Town/Row Houses – Twin – Duplex

Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Gas Heat	\$33	\$43	\$57	\$70	\$88	\$101	\$116
Electric Heat	34	41	62	75	96	109	124
Gas Range	4	5	7	10	11	12	13
Electric Range	3	6	8	9	11	13	14
Other Electric (lighting & monthly basics)	22	26	32	36	44	48	55
Air Conditioning	7	10	12	15	19	22	25
Gas Water Heating	11	15	19	23	29	34	38
Electric Water Heating	12	13	22	28	34	40	45
Water	10	19	24	26	28	30	35
Sewer	11	17	26	30	36	39	46
Trash Collection	20	20	20	20	20	20	20
Range (Tenant Owned)	9	9	9	9	9	9	9
Refrigerator (Tenant Owned)	10	10	10	10	10	10	10

**Structure Type:** Low/High Rise – Garden Walkup – Mobile – Manufactured

Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Gas Heat	\$29	\$39	\$50	\$62	\$79	\$90	\$104
Electric Heat	29	41	55	66	83	95	109
Gas Range	5	6	7	10	11	13	15
Electric Range	4	6	8	8	12	14	15
Other Electric (lighting & monthly basics)	22	28	32	38	46	50	57
Air Conditioning	7	10	12	15	19	22	25
Gas Water Heating	11	16	21	24	32	37	41
Electric Water Heating	12	18	23	29	36	41	47
Water	10	17	19	23	26	30	35
Sewer	15	20	27	36	42	50	58
Trash Collection	20	20	20	20	20	20	20
Range (Tenant Owned)	9	9	9	9	9	9	9
Refrigerator (Tenant Owned)	10	10	10	10	10	10	10

**City of Wichita  
City Council Meeting  
February 25, 2014**

**TO:** Wichita Housing Authority Board

**SUBJECT:** 2014 Payment Standards – Section 8 Housing Choice Voucher Program

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Wichita Housing Authority (Consent)

**Recommendation:** Approve the payment standards for the Section 8 Housing Choice Voucher Program.

**Background:** The Quality Housing and Work Responsibility Act (QHWRA) of 1998 requires housing authorities to establish Section 8 Housing Choice Voucher payment standards between 90% and 110% of the Fair Market Rents (FMRs) published by the U.S. Department of Housing and Urban Development (HUD), for applicable bedroom/unit sizes. The payment standards are used to calculate the amount of the monthly subsidy paid to landlords, and take into account tenant-paid utilities. The QHWRA also includes a provision that tenants initially receiving Section 8 tenant-based rental assistance may not be required to pay more than 40% of their adjusted monthly income for rent and utilities.

HUD published a notice of Fair Market Rents (FMRs), which became effective October 1, 2013. These FMRs are calculated to be at the 40<sup>th</sup> percentile of rents in the Wichita area, and include an allowance for utilities.

**Analysis:** In order to determine appropriate payment standards for the Section 8 Housing Choice Voucher Program, staff reviewed requests for tenancy and actual rents for the months of January through December 2013, and calculated an average rent payment. The average rent payment continues to be within the 2013 Payment Standard. The 2014 Payment Standard will remain the same as 2013.

Following is a table reflecting the October 2013 FMR and the proposed payment standards, based on bedroom/unit size:

Bedroom Size	0	1	2	3	4	5	6
FMR (10/1/2013)	\$450	\$556	\$740	\$1021	\$1125	\$1293	\$1462
2014 Payment Standard	\$446	\$581	\$774	\$1068	\$1070	\$1230	\$1391

**Financial Considerations:** The proposed payment standards will assist the Section 8 Housing Choice Voucher Program meet its goal of assisting as many households as possible. There will be no effect on City general funds.

**Legal Considerations:** The Law Department has reviewed the payment standards and has approved them as to form.

**Recommended Action:** It is recommended that the Wichita Housing Authority Board approve the payment standards for the Section 8 Housing Choice Voucher Program.

**Attachments:** None.

**City of Wichita  
City Council Meeting  
February 25, 2014**

**TO:** Wichita Housing Authority Board

**SUBJECT:** 2014 Utility Allowances - Public Housing Program

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Wichita Housing Authority Board (Consent)

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**Recommendation:** Review and approve the 2014 utility allowances for the Public Housing Program.

**Background:** Housing Authorities are required by the U.S. Department of Housing and Urban Development (HUD) to annually review and make appropriate adjustments to the utility allowances provided for tenant furnished utilities. The allowances are subtracted from the tenant's adjusted gross rent to provide the net amount payable to Public Housing Authorities (PHA) as rent. The utility allowance calculations take into account the unit configuration, number of bedrooms, local climatic data, type of construction, design of the building along with the occupancy count. The allowance for the units is based on the electric, natural gas, water and sewer utility rates published by local utility suppliers.

The Quality Housing and Work Responsibilities Act of 1998 requires an annual review of utility allowances and if there has been a change (increase/decrease) of 10% or more in the utility allowance per unit size the allowance must be revised. Additionally, Title 24 of the Code of Federal Regulations Section 965.505 (e) states that "for systems that offer residents the option to choose air conditioning, the PHA shall not include air conditioning in the utility allowances."

**Analysis:** The Wichita Housing Authority (WHA) issued a Request for Proposals to identify an entity to conduct a HUD required Five-Year Energy Audit and Utility Allowance Study. EMG Corporation from Hunt Valley, Maryland was awarded the contract for this activity and performed analysis using updated natural gas, electric and water rates. EMG has determined that WHA allowances should be revised according to the outcome of their analysis. The allowances listed in the following chart are based on the utilities for which the tenants are responsible. In Greenway and McLean Manors, tenants are responsible for electricity only because the WHA provides heat (through natural gas fueled boilers) and air-conditioning (through chillers) in both high rise buildings.

Based on this information the WHA has developed a utility allowance rate schedule which, on an overall basis, is less than the current schedule.

The following recommended utility allowances for Public Housing rental units are proposed to be effective with annual re-certifications, starting on April 1, 2014.

<u>Location</u>	<u>AMP</u>	<u>Unit Size</u>	<u>Utility Allowances</u>	
			<u>Current</u>	<u>Proposed</u>
Greenway Manor	1	1 BR	\$31	\$29
Greenway Manor	1	2 BR	\$28	\$34
McLean Manor	1	1 BR	\$31	\$27
McLean Manor	1	2 BR	\$28	\$33
Rosa Gragg	2	1 BR	\$122	\$91
Bernice Hutcherson	2	1 BR	\$99	\$91
Single-family house	3	2 BR	\$152	\$141
Single-family house	3	3 BR	\$174	\$171
Single-family house	3	4 BR	\$185	\$200
Single-family house	3	5 BR	\$265	\$239
Single-family house	4	2 BR	\$152	\$131
Single-family house	4	3 BR	\$174	\$165
Single-family house	4	4 BR	\$185	\$209
Single-family house	4	5 BR	\$265	\$231
Single-family house	4	6 BR	\$232	\$253

**Financial Considerations:** The impact of the 2014 utility allowance schedule on the WHA budget will be determined by a number of factors, most of which are beyond the WHA's ability to forecast. Tenants paying minimum rent will receive the utility allowance in the form of a check from the WHA, based on their unit size and type. Tenants with higher incomes will have their rent adjusted downward by the utility allowance amount for their unit size and type. Utility allowance calculations are not used for tenants who pay flat rent rather than income-based rent.

**Legal Considerations:** The Law Department has reviewed and approved the 2014 utility allowances as to form.

**Recommendation/Action:** Review and approve the 2014 utility allowances for the Public Housing Program.

**Attachment:** None

**City of Wichita  
City Council Meeting  
February 25, 2014**

**TO:** Wichita Airport Authority

**SUBJECT:** Airline Use Agreements – Supplemental Agreements  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the supplemental agreements.

**Background:** The Wichita Airport Authority (WAA) has a uniform lease and use agreement with the commercial passenger airlines serving Wichita Mid-Continent Airport. Supplemental agreements are included for the following airlines: American Airlines, Inc.; Delta Air Lines, Inc.; Southwest Airlines, Co.; and United Air Lines, Inc. The term of the current agreement is through December 31, 2013.

**Analysis:** It is the normal practice of the WAA to enter into contractual agreements with the passenger-carrying airlines serving Wichita Mid-Continent Airport in order to establish a business relationship and a basis for rentals, fees, and charges. It is now necessary to renew that agreement, effective January 1, 2014, and have the agreement extended for one year through December 31, 2014. In keeping with past practice, the supplemental agreements contain a holdover provision that extends the term on a month-to-month basis until replaced with a new contract.

**Financial Considerations:** Under the existing contract methodology, passenger-carrying airlines serving Wichita Mid-Continent Airport will pay a proportionate share of the maintenance, operation, and debt service associated with the airfield and terminal building. The ensuing rates and charges are determined pursuant to U.S. Department of Transportation Policy, Federal Code, U. S. Supreme Court rulings, and negotiations with the airlines. The estimated annual revenue for 2014 from these agreements is approximately \$5 million. This is a 7.5% percent increase compared to the previous year, largely due to an increase of airline activity.

**Legal Considerations:** The supplemental agreements have been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the WAA approve the supplemental agreements, and authorize the necessary signatures.

**Attachments:** American Airlines, Inc. - Supplemental Agreement No. 12  
Delta Air Lines, Inc. - Supplemental Agreement No. 6  
Southwest Airlines, Co. - Supplemental Agreement No. 1  
United Air Lines, Inc. - Supplemental Agreement No. 14

SUPPLEMENTAL AGREEMENT NO. 12

AIRLINE AIRPORT USE AND LEASE AGREEMENT  
WICHITA MID-CONTINENT AIRPORT

BY AND BETWEEN

THE

WICHITA AIRPORT AUTHORITY

AND

AMERICAN AIRLINES, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 12, dated February 25, 2014, is made between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and AMERICAN AIRLINES, INC., hereinafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated April 4, 2000, for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport;

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1 dated May 23, 2000, for the purpose of including clarifying language to allow ingress and egress through airline exclusive-use premises for access of joint-use premises; Supplemental Agreement No. 2 dated May 6, 2003, which extended the term of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 3 dated October 19, 2004, which reduced the leased premises; Supplemental Agreement No. 4 dated December 21, 2004, which extended the term of the agreement and modified exhibits within the Agreement; Supplemental Agreement No. 5 dated January 9, 2007 which extended the term of the agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 6 dated December 11, 2007 which extended the term and modified exhibits within the Agreement; and Supplemental Agreement No. 7 dated January 13, 2009 which extended the term and modified exhibits within the Agreement; Supplemental Agreement No.8 dated February 23, 2010, which extended the term of the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No.9 dated February 15, 2011, which extended the term of the Agreement and modified exhibits within the Agreement; Supplemental Agreement

No. 10, dated February 28, 2012, which extended the term of the Agreement and modified exhibits within the Agreement; and Supplemental Agreement No. 11, dated February 5, 2013, which extended the term of the Agreement and modified exhibits within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 12 for the purpose of extending the term of the Agreement;

NOW, THEREFORE, the parties further agree as follows:

**1.**

**Article II - Term, Section 2.1 – Initial Term**, shall be modified as follows:

The term of the Agreement shall be extended for a period of one year, commencing January 1, 2014 and ending December 31, 2014, subject to earlier termination as herein provided.

It is acknowledged that the timeline for the opening of the new terminal has not been determined at this time. Notwithstanding anything contained herein to the contrary, unless the parties agree otherwise, the term of the Agreement may be automatically extended on a month-to-month basis, commencing January 1, 2015, until such time as the new terminal building has been completed and opened for business.

**2.**

**Other Terms.** It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto are incorporated herein and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By \_\_\_\_\_  
Karen Sublett, City Clerk

By \_\_\_\_\_  
Carl Brewer, President  
“Authority”

By \_\_\_\_\_  
Victor D. White, Director of Airports

ATTEST:

AMERICAN AIRLINES, INC.

By \_\_\_\_\_

By \_\_\_\_\_  
“Airline”

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law

SUPPLEMENTAL AGREEMENT NO. 6  
AIRLINE AIRPORT USE AND LEASE AGREEMENT  
BETWEEN  
WICHITA AIRPORT AUTHORITY  
AND  
DELTA AIR LINES

THIS SUPPLEMENTAL AGREEMENT NO. 6, dated February 25, 2014, is made between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and DELTA AIR LINES, hereinafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated June 16, 2009 for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport;

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1, dated February 23, 2010, which extended the term of the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 2, dated February 15, 2011, which extended the term of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 3, dated February 28, 2012, which extended the term of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 4, dated February 5, 2013, which extended the term of the Agreement and modified exhibits within the Agreement; and Supplemental Agreement No. 5, dated July 23, 2013, which modified exhibits within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 6 for the purpose of extending the term of the Agreement;

NOW, THEREFORE, the parties further agree as follows:

1.

**Article II - Term, Section 2.1 – Initial Term**, shall be modified as follows:

The term of the Agreement shall be extended for a period of one year, commencing January 1, 2014 and ending December 31, 2014, subject to earlier termination as herein provided.

It is acknowledged that the timeline for the opening of the new terminal has not been determined at this time. Notwithstanding anything contained herein to the contrary, unless the parties agree otherwise, the term of the Agreement may be automatically extended on a month-to-month basis, commencing January 1, 2015, until such time as the new terminal building has been completed and opened for business.

2.

**Other Terms.** It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto are incorporated herein and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By: \_\_\_\_\_  
Karen Sublett, City Clerk

By: \_\_\_\_\_  
Carl Brewer, President  
Authority”

By \_\_\_\_\_  
Victor D. White, Director of Airports

ATTEST:

DELTA AIR LINES

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_  
“Airline”

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law

SUPPLEMENTAL AGREEMENT NO. 1  
AIRLINE AIRPORT USE AND LEASE AGREEMENT  
WICHITA MID-CONTINENT AIRPORT

BY AND BETWEEN  
  
THE  
  
WICHITA AIRPORT AUTHORITY  
  
AND  
  
SOUTHWEST AIRLINES CO.

THIS SUPPLEMENTAL AGREEMENT NO. 1, dated February 25, 2014 is made between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as “AUTHORITY”, and SOUTHWEST AIRLINES CO., hereinafter referred to as “AIRLINE”.

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated June 4, 2013, for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 1 for the purpose of extending the term of the Agreement;

NOW, THEREFORE, the parties further agree as follows:

1.

**Article II - Term, Section 2.1 – Initial Term**, shall be modified as follows:

The term of the Agreement shall be extended for a period of one year, commencing January 1, 2014 and ending December 31, 2014, subject to earlier termination as herein provided.

It is acknowledged that the timeline for the opening of the new terminal has not been determined at this time. Notwithstanding anything contained herein to the contrary, unless the parties agree otherwise, the term of the Agreement may be automatically extended on a month-to-month basis, commencing January 1, 2015, until such time as the new terminal building has been completed and opened for business.

2.

**Other Terms.** It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto are incorporated herein and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By \_\_\_\_\_  
Karen Sublett, City Clerk

By \_\_\_\_\_  
Carl Brewer, President  
“Authority”

By \_\_\_\_\_  
Victor D. White, Director of Airports

ATTEST:

SOUTHWEST AIRLINES CO.

By \_\_\_\_\_

By \_\_\_\_\_  
“Airline”

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law

SUPPLEMENTAL AGREEMENT NO. 14

AIRLINE AIRPORT USE AND LEASE AGREEMENT  
WICHITA MID-CONTINENT AIRPORT

BY AND BETWEEN

THE

WICHITA AIRPORT AUTHORITY

AND

UNITED AIRLINES, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 14 made and entered \_\_\_\_\_, 2014, by and between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as “AUTHORITY”, and UNITED AIRLINES, INC., hereinafter referred to as “AIRLINE”.

WITNESSETH:

WHEREAS, Authority and Airline are parties to an Airline Airport Use and Lease Agreement dated April 4, 2000, for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport; and

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1 dated May 23, 2000, for the purpose of including clarifying language to allow ingress and egress through airline exclusive-use premises for access of joint-use premises; Supplemental Agreement No. 2 dated May 6, 2003, which extended the term of the Agreement and modified exhibits within the Agreement; and Supplemental Agreement No. 3 dated October 7, 2003, which reflects revised contract language and modifies space; Supplemental Agreement No. 4 dated December 21, 2004, which extended the term of the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 5 dated January 9, 2007 which extended the term of the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 6 dated December 11, 2007 which extended the term of the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 7 dated January 13, 2009, which extended the term of the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 8 dated February 23, 2010, which extended the term of

the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 9 dated February 15, 2011, which extended the term of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 10, dated February 28, 2012, which extended the term of the Agreement; Supplemental Agreement No. 11, dated May 8, 2012, which modified "Exhibit C" within the Agreement; Supplemental Agreement No. 12, dated February 5, 2013, which extended the term and modified "Exhibit C" within the Agreement; and Supplemental Agreement No. 13, dated May 21, 2013, which modified "Exhibit C" within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 14 for the purpose of extending the term of the Agreement;

NOW, THEREFORE, the parties further agree as follows:

**1.**

**Article II - Term, Section 2.1 – Initial Term, shall be modified as follows:**

The term of the Agreement shall be extended for a period of one year, commencing January 1, 2014 and ending December 31, 2014, subject to earlier termination as herein provided.

It is acknowledged that the timeline for the opening of the new terminal has not been determined at this time. With the mutual consent of the parties, the term of the Agreement may be automatically extended on a month-to-month basis, commencing January 1, 2015, until such time as the new terminal building has been completed and opened for business.

**2.**

**Other Terms.** It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto are incorporated herein and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By \_\_\_\_\_  
Karen Sublett, City Clerk

By \_\_\_\_\_  
Carl Brewer, President  
“Authority”

By \_\_\_\_\_  
Victor D. White, Director of Airports

ATTEST:

UNITED AIRLINES, INC.

By \_\_\_\_\_

By \_\_\_\_\_  
“Airline”

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Wichita Airport Authority

**SUBJECT:** Airfield Pavements and Medium Voltage Electrical Infrastructure  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Initiate the project and approve the budget.

**Background:** On November 26, 2013, the Wichita Airport Authority (WAA) approved a lease with LeaseCorp Aviation, LLC that provides for the construction of a tenant financed hangar, estimated to cost \$1.8 million. In accordance with WAA policy, title to all improvements will be vested in the Airport. It is standard practice for the WAA to accommodate private development by providing certain site improvements. This project is listed in the Capital Improvement Program under Airport Development and Facility Improvements.

**Analysis:** Improvements needed to accommodate the pending development are extension of primary electrical service to the site and the construction of two taxiway entrances. The taxiway entrance work will include related site drainage, grading, restoration, pavement markings, and relocation of taxiway edge lighting.

**Financial Considerations:** A budget of \$220,000 is requested for this project. This project is funded with available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue. The tenant will be re-billed for approximately one-half of the work.

**Legal Considerations:** There are no Legal Considerations.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the budget and authorize the necessary signatures.

**Attachments:** None.

City of Wichita  
City Council Meeting  
February 25, 2014

**TO:** Wichita Airport Authority

**SUBJECT:** General Aviation Apron Repair Project  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Initiate the project and approve the budget.

**Background:** The adopted Capital Improvement Program (CIP) includes an Airfield Pavement project with the scoping and design of the reconstruction of the General Aviation Apron in 2015, followed by construction in the subsequent year. However, the availability of federal funding for this project has been delayed several years which makes it necessary to do near-term repairs to extend the useful life of pavements that are in poor condition until the apron replacement project can be completed.

**Analysis:** The General Aviation Apron is in need of repair to provide a safe environment for tenant and transient aircraft operations. The delayed timing of the future apron replacement project will have an impact on the scope and cost of that project. As a result, it is expected that federal grant funding availability will require that the future apron replacement project be phased over multiple years. Therefore, the immediate work will be funded by a portion of the budget currently allocated to the future project.

**Financial Considerations:** A budget of \$505,000 is requested for this project, which is funded with available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue.

**Legal Considerations:** There are no Legal Considerations.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the budget and authorize the necessary signatures.

**Attachments:** None.